

Issuing  
Procurement Unit

Utah Department of Human Services,  
Bureau of Contract Management

Conducting  
Procurement Unit

Division of Child and Family Services  
and Division of Juvenile Justice  
Services

**REQUEST FOR PROPOSALS  
RESIDENTIAL TREATMENT SERVICES  
Solicitation #DHS90672**

This Request for Proposals ("RFP"), having been determined to be the appropriate procurement method to provide the best value to the Conducting Procurement Unit, is designed to provide interested Offerors with sufficient basic information to submit proposals. It is not intended to limit a proposal's content or exclude any relevant or essential data. Offerors are at liberty and are encouraged to expand upon the specifications to evidence service capability. This RFP is issued in accordance with State of Utah Procurement Code, Utah Code (UCA) Chapter 63G-6a, and applicable Rules found in the Utah Administrative Code (UAC). If any provision of this RFP conflicts with the UCA or UAC, the UCA or UAC will take precedence.

**PART 1: OVERVIEW, INSTRUCTIONS, AND GENERAL PROVISIONS**

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**1.1 PURPOSE OF REQUEST FOR PROPOSAL (RFP)**

The purpose of this RFP is to enter into contract(s) with qualified Offeror(s) to **provide High and Moderate Residential Sex Offender, Substance Abuse, Behavioral, High Mental Health, and Moderate Mental Health Treatment Programs for clients of or children and youth adopted from DHS.**

**This RFP for Residential Treatment services includes:**

High and Moderate Sex Offender/Behavior (will replace procurement #DHS90587)

High and Moderate Substance Abuse (will replace procurement #DHS90587)

High and Moderate Behavioral (will replace procurement #DHS90587)

High and Moderate Mental Health (will replace procurement #DHS90586)

**1.2 ISSUING PROCUREMENT UNIT, CONDUCTING PROCUREMENT UNIT, AND RFP SOLICITATION NUMBER**

For the purposes of this RFP, the Utah Department of Human Services (DHS), Bureau of Contract Management (BCM) is the Issuing Procurement Unit for this document and all subsequent addenda relating to it, on behalf of the Conducting Procurement Unit, **Division of Child and Family Services (DHS/DCFS), and Division of Juvenile Justice Services (DHS/DJJS)**, collectively referred to as "State and/or DHS". The reference number for this RFP is Solicitation # **DHS90672**. This number must be referred to on all proposals, correspondence, and documentation relating to this RFP.

**1.3 QUESTION AND ANSWER PERIOD**

All questions **MUST** be submitted through BIDSYNC ([www.bidsync.com](http://www.bidsync.com)) during the time designated for questions and answers ("Q&A period") listed on Bidsync. Questions submitted through any other channel will not be answered. Questions may be answered in the order that they are submitted or may be compiled into one document and answered via an addendum. Answers disseminated by the State through the BidSync system shall serve as the official and binding position of the State and will constitute an addendum to this RFP.

Questions, exceptions, or notification of any ambiguity, inconsistency, excessively restrictive requirement, or error in this RFP, **MUST** be submitted as a question through BidSync during the Q&A period.

Questions may be answered individually or may be compiled into one document. Questions may also be answered via addenda. An answered question or addenda may modify the specification or requirements of this RFP. Answered questions and addenda will be posted on BidSync. Offerors should periodically check BidSync for answered questions and addenda prior to the closing date. It is the Offeror's responsibility to submit its proposal as required by this RFP, including any requirements contained in an answered question and/or addenda.

**Exceptions to the content (including the scope of work) of the RFP that have not been previously addressed within the Q&A period of the procurement are not allowed and may result in the Offeror's proposal being considered non-responsive.**

#### **1.4 ADDENDA**

Offerors are encouraged to periodically check BidSync for posted questions, answers and addenda.

Any modification to this procurement will be made by addenda. Addenda to this RFP may be made for the purpose of making changes to: the scope of work, the schedule, the qualification requirements, the criteria, the weighting, or other requirements of this RFP.

After the due date and time for submitting a proposal to this RFP, at the discretion of the chief procurement officer or head of a procurement unit with independent procurement authority, addenda to this RFP may be limited to the Offerors that have submitted proposals, provided the addenda does not make a substantial change to this RFP that likely would have impacted the number of Offerors responding to the original publication of this RFP, in the opinion of the chief procurement officer or head of a procurement unit with independent procurement authority.

Authorized and properly issued addenda shall constitute the official and binding position of the State.

Any response to this RFP which has as its basis any communications or information received from sources other than this RFP or related addenda may be considered non-responsive and be rejected at the sole discretion of the State.

#### **1.5 RESTRICTIONS ON COMMUNICATIONS**

From the issue date of this RFP until an Offeror is awarded a contract and the award is published, Offerors are prohibited from communications regarding this RFP with the conducting procurement unit staff, evaluation committee members, or other associated individuals EXCEPT the BCM procurement officer overseeing this RFP. Failure to comply with this requirement may result in disqualification.

#### **1.6 SUBMITTING PROPOSALS**

By submitting a proposal in response to this RFP, the Offeror acknowledges that it has read this RFP, along with any attached or referenced documents and that the minimum requirements, technical specifications, scope of work, and the evaluation process, outlined in this RFP are fair, equitable, not unduly restrictive, and understood. Any exceptions to the content of this RFP, including the specifications and minimum requirements, must be addressed during the Question and Answer period or protested in writing to the Issuing Procurement Unit before the closing date and time. Multiple or alternate proposals will not be accepted. If an Offeror submits multiple or alternate proposals, then the Issuing Procurement Unit will only accept the Offeror's primary proposal and will not accept any other proposal constituting multiple or alternate proposals.

**Proposals must be received by the posted due date and time posted on Bidsync ("deadline").** Proposals received after the deadline will be late and ineligible for consideration.

**Hard copy submission instructions:** No electronic submissions will be accepted. Proposals must be submitted in hard copy form, one (1) original and three (3) copies of the technical proposal which includes the Offeror Documentation, Facility Documentation, and Technical Proposal **AND** one (1) original Cost Proposal form submitted in a separately sealed envelope, must be received prior to the deadline. The outside cover of the package containing the Technical Proposal shall be clearly marked with the Offeror's name and "Solicitation # DHS90672 – Technical Proposal". The outside cover of the

Cost Proposal shall be clearly marked with the Offeror's name and "Solicitation # DHS90672 – Cost Proposal".

Cost will be evaluated independently from the technical proposal, pursuant to UCA § 63G-6-707(5), and as such, **must** be submitted separate from the technical proposal. **Failure to submit cost or pricing data separately may result in the proposal being judged as non-responsive and ineligible for contract award.**

Please allow sufficient time for delivery of hardcopy proposals. Proposals sent overnight, but not received by the deadline time will not be accepted. When submitting a proposal by physical delivery (U.S. Mail, courier service, hand-delivery, or other physical means), Offerors are solely responsible for meeting the deadline. Delays caused by a delivery service or other physical means will not be considered as an acceptable reason for a proposal being late.

All costs incurred by an Offeror in the preparation and submission of a proposal, including any costs incurred during interviews, oral presentations, and/or product demonstrations are the responsibility of the Offeror and will not be reimbursed.

Hard copies may be submitted to:

**Mailing Address:**

Department of Human Services  
Bureau of Contract Management  
Attn: Julie Fisher, DHS Purchasing Agent  
195 North 1950 West  
Salt Lake City, UT 84116

**Hand-Delivery Address:**

Department of Human Services  
First Floor Information Desk  
Attn: Julie Fisher, DHS Purchasing Agent  
195 North 1950 West  
Salt Lake City, UT 84116

**1.7 MODIFICATION OR WITHDRAWAL OF PROPOSAL**

A proposal may be modified or withdrawn prior to the established closing date and time.

**1.8 REJECTING A PROPOSAL**

At any time during this RFP, the State may reject a proposal if the State determines that: (a) the person submitting the proposal is not responsible; or (b) the proposal is not responsive or does not meet the mandatory minimum requirements stated in this RFP.

**1.9 ERRORS IN PROPOSALS**

Pursuant to UAC R33-7-403, the following shall apply to the correction or withdrawal of an unintentionally erroneous proposal, or the cancellation of an award or contract that is based on an unintentionally erroneous proposal. A decision to permit the correction or withdrawal of a proposal or the cancellation of an award or a contract shall be supported in a written document, signed by the chief procurement officer or head of a procurement unit with independent procurement authority.

- (1) Mistakes attributed to an Offeror's error in judgment may not be corrected.
- (2) Unintentional errors not attributed to an Offeror's error in judgment may be corrected if it is in the best interest of the procurement unit and correcting the error maintains the fair treatment of other Offerors.
  - (a) Examples include:
    - (i) missing signatures;
    - (ii) missing acknowledgement of an addendum;
    - (iii) missing copies of professional licenses, bonds, or insurance certificates, provided that copies are submitted by the deadline established by the chief procurement officer or head of a procurement unit with independent procurement authority to correct this mistake;
    - (iv) typographical errors;

- (v) mathematical errors not affecting the total proposed price; or
  - (vi) other errors deemed by the chief procurement officer or head of a procurement unit with independent procurement authority to be immaterial or inconsequential in nature.
- (3) Unintentional errors discovered after the award of a contract may only be corrected if, after consultation with the chief procurement officer or head of a procurement unit with independent procurement authority and the attorney general's office or other applicable legal counsel, it is determined that the correction of the error does not violate the requirements of the Utah Procurement Code or applicable administrative rules.

### **1.10 CONTRACT AWARD INTENT**

It is anticipated that this RFP will result in multiple contract awards, and may be awarded to more than one Offeror. The methodology or formula that will be used to determine the number of contract awards is: **Awards will be made to the number of facilities required to meet the number of beds published in each service category.**

<b><u>DJJS</u></b>	Estimated Beds	<b><u>DCFS</u></b>	Estimated Beds
<b>MALES</b>		<b>MALES</b>	
YSF	32	DSF	20
YSF-Y	32	DSF-Y	28
YSE	32	DSE	16
YSD	6	DSD	4
YMF	32	DMF	20
YDE	80	DME	30
YBF	16	DMD	24
YBE	48	DDE	12
<b>FEMALES</b>		DBF	8
YSE	8	DBE	40
YMF	8		
YDE	16	<b>FEMALES</b>	
YBE	24	DSF	4
		DSF-Y	8
		DSE	8
		DME	30
		DMD	24
		DDE	11
		DBF	4
		DBE	48

Ordering from a multiple award contract solicited through this RFP will be performed in accordance with UAC R33-12-301b. **The award of a contract pursuant to this RFP is not a guarantee that the Offeror/Contractor will be requested to provide any services.**

The Conducting Procurement Unit reserves the right to re-solicit for the services in this RFP if the contracts awarded under this solicitation are insufficient to meet the Conducting Procurement Unit's need.

#### **1.11 LENGTH OF CONTRACT**

The contract(s) resulting from this RFP will be for a period of five (5) years with no renewal options for additional years. It is expected Contracts will be issued with an effective date of November 1, 2015 and will be effective upon execution by both parties through October 31, 2020.

#### **1.12 CONTRACT AMOUNT**

Contracts awarded pursuant to this RFP will be unit of service/rate based contracts reimbursed as follows:

- a. Care and Supervision services will be paid by DHS based on bids submitted by successful Offerors. Because DHS intends to award multiple contracts for care and supervision services and because successful Offerors will be compensated based on their bids, this service may be compensated at different rates.
- b. Mental health services will be paid based on Medicaid service rates established by DHS. However, successful Offerors will be required to seek payment for all Medicaid services directly from the Utah Department of Health. (These rates are subject to change based upon legislative appropriations.)
- c. Wrap services will be paid based on service rates established and paid by DHS. (These rates are subject to change based upon legislative appropriations.)

#### **1.13 PERFORMANCE AND COST ANALYSIS**

The State reserves the right to review the awarded contract(s) on a regular basis regarding performance and cost, and may negotiate price and service elements during the term of the contract.

#### **1.14 PRICE GUARANTEE PERIOD**

All pricing must be guaranteed for the entire term of the contract. Offeror pricing is NOT entitled to legislative cost of living increases.

Any adjustment or amendment to the contract will not be effective unless approved by the Issuing Procurement Unit. The State will be given the immediate benefit of any decrease in the market, or allowable discount.

#### **1.15 DISCUSSIONS**

Discussions may be conducted with the Offerors who submit proposals determined to be reasonably susceptible of being selected for award, followed by an opportunity to make best and final offers pursuant to UCA § 63G-6a-707.5, but proposals may be accepted without discussions.

#### **1.16 STANDARD CONTRACT TERMS AND CONDITIONS, EXCEPTIONS, AND NEGOTIATIONS**

Any contract resulting from this RFP will include, but not be limited to, the standard terms and conditions of the DHS Contract for Residential Service template ("template"). A copy of this template is published, as a document, with this RFP.

Exceptions and/or additions to the terms and conditions of the template are strongly discouraged. However, requested exceptions and/or additions to the terms and conditions of the template must be submitted with the Offeror's Proposal. **Exceptions and/or additions submitted after the closing date and time will not be considered.**

Offerors may not submit requests for exceptions and/or additions by referencing a website or URL. Referencing a website or URL in a proposal may result in the proposal being rejected as non-responsive.

The State may refuse to negotiate exceptions and/or additions to the terms and conditions of the template: that are determined to be excessive; that are inconsistent with similar contracts of the State; to warranties, insurance, or indemnification provisions that are necessary to protect the State; where the solicitation specifically prohibits exceptions and/or additions; or that are not in the best interest of the State.

In a multiple award, the State reserves the right to negotiate exceptions and/or additions to terms and conditions of the template in a manner that will result in expeditious resolutions. This process may include beginning negotiations with the Offeror having the least amount of exceptions and/or additions and concluding with the Offeror submitting the greatest number of exceptions and/or additions. Contracts may be executed and become effective as negotiations are completed.

If negotiations are required, the Offeror must provide all documents in Microsoft Word format for redline editing. The Offeror must also provide the name, contact information, and access to the person(s) that will be directly involved in legal negotiations.

Any mandatorily required acceptance of an Offeror's terms and conditions may result in the proposal being determined to be non-responsive.

An award resulting from this RFP is subject to successful negotiation of contract terms and conditions (if required). The State, at its sole discretion, will determine when the negotiation of contract terms and conditions become unproductive and rescind the award to that Offeror. The State may then conduct negotiations with the next eligible Offeror.

#### **1.17 PROTECTED INFORMATION**

The Government Records Access and Management Act (GRAMA), UCA § 63G-2-305, provides in part that:

the following records are protected if properly classified by a government entity:

- (1) trade secrets as defined in Section 13-24-2, the Utah Uniform Trade Secrets Act, if the person submitting the trade secret has provided the governmental entity with the information specified in UCA § 63G-2-309 [Business Confidentiality Claims];
- (2) commercial information or non-individual financial information obtained from a person if:
  - (a) disclosure of the information could reasonably be expected to result in unfair competitive injury to the person submitting the information or would impair the ability of the governmental entity to obtain necessary information in the future;
  - (b) the person submitting the information has a greater interest in prohibiting access than the public in obtaining access; and
  - (c) the person submitting the information has provided the governmental entity with the information specified in UCA § 63G-2-309;
- \* \* \* \* \*
- (6) records the disclosure of which would impair governmental procurement proceedings or give an unfair advantage to any person proposing to enter into a contract or agreement with a governmental entity, except, subject to Subsections (1) and (2), that this Subsection (6) does not restrict the right of a person to have access to, after the contract or grant has been awarded and signed by all parties...

**Pricing may not be classified as confidential or protected and will be considered public information after award of the contract.**

**Process for Requesting Non-Disclosure:** Any Offeror requesting that a record be protected shall include with the proposal a Claim of Business Confidentiality. To protect information under a Claim of Business Confidentiality, the Offeror must complete the Claim of Business Confidentiality form with the following information:

- a. Provide a written Claim of Business Confidentiality *at the time the information (proposal) is provided to the state*, and
- b. Include a concise statement of reasons supporting the claim of business confidentiality (UCA § 63G-2-309(1)).
- c. Submit an electronic "redacted" (excluding protected information) copy of the proposal. Copy must clearly be marked "Redacted Version."

The Claim of Business Confidentiality form may be accessed at:  
<http://www.purchasing.utah.gov/contract/documents/confidentialityclaimform.doc>

**An entire proposal cannot be identified as "PROTECTED", "CONFIDENTIAL" or "PROPRIETARY", and if so identified, shall be considered non-responsive unless the Offeror removes the designation.**

**Redacted Copy:** If an Offeror submits a proposal that contains information claimed to be business confidential or protected information, the Offeror must submit two separate proposals: one redacted version for public release, with all protected business confidential information either blacked-out or removed, clearly marked as "Redacted Version"; and one non-redacted version for evaluation purposes, clearly marked as "Protected Business Confidential."

### **1.18 INTERVIEWS AND PRESENTATIONS**

If it is determined to be in the best interest of the Conducting Procurement Unit, interviews and presentations may be held at the option of the State. The State shall establish a date and time for the interviews or presentations and shall notify eligible Offerors of the procedures. Offerors invited to interviews or presentations shall be limited to those Offerors meeting the minimum requirements and minimum technical score threshold specified in the RFP. Representations made by an Offeror during interviews or presentations shall become an addendum to the Offeror's proposal and shall be documented. Representations must be consistent with the Offeror's original proposal and may only be used for purposes of clarifying or filling in gaps in the Offeror's proposal. Interviews and presentations will be at the Offeror's expense.

### **1.19 DEBARMENT**

By submitting a proposal the Offeror certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the Offeror cannot certify this statement, attach a written explanation for review by DHS.

### **1.20 UTAH TAX LIENS**

By submitting a proposal, the Offeror certifies that it does not have any outstanding tax liens in the State of Utah which would prevent it from responding to this RFP pursuant to UCA § 63G-6a-905.

### **1.21 GOVERNING LAWS**

All purchases made under this Request for Proposals (RFP) are subject to the Utah Procurement Code and the applicable State of Utah Administrative Code. By submitting a proposal, the Offeror warrants that it and the procurement item(s) purchased under this RFP comply fully with all applicable Federal and State laws and regulations, including applicable licensure and certification requirements.

## **1.22 PROTESTS**

Pursuant to UCA § 63G-6a-1602, an Offeror may: (1) protest the rejection of its proposal; (2) protest an alleged grievance in connection with the procurement process; or (3) protest an alleged grievance in connection with the award of a contract. Protests must be made to the Issuing Procurement Unit's Protest Officer. A notice of protest must be submitted either: (1) before the closing of date of the proposals, as provided on Bidsync; or (2) if the person filing the protest did not know and should not have known of the facts giving rise to the protest before the closing date for proposals, within seven days after the day on which the person knows or should have known of the facts giving rise to the protest. All protests must be submitted in accordance with Part 16 of Utah Procurement Code and applicable administrative rules.

In accordance with the requirements set forth in Section 63G-6a-1602(2)(b), a person filing a protest must include a concise statement of the grounds upon which the protest is made. A concise statement of the grounds for a protest should include the relevant facts leading a protestor to contend that a grievance has occurred, including but not limited to specifically referencing: (i) an alleged violation of Utah Procurement Code 63G-6a; (ii) an alleged violation of Administrative Rule R33 or other applicable rule; (iii) a provision of the request for proposals, invitation for bids, or other solicitation allegedly not being followed; (iv) a provision of the solicitation alleged to be: ambiguous, confusing, contradictory, unduly restrictive, erroneous, anticompetitive, or unlawful; (v) an alleged error made by the evaluation committee or conducting procurement unit; (vi) an allegation of bias by the committee or an individual committee member; or (vii) a scoring criteria allegedly not being correctly applied or calculated.

None of the following qualify as a concise statement of the grounds for a protest:

- (i) claims made after the opening of bids or closing date of proposals that the specifications, terms and conditions, or other elements of a solicitation are ambiguous, confusing, contradictory, unduly restrictive, erroneous, or anticompetitive;
- (ii) vague or unsubstantiated allegations that do not reference relevant or specific facts including, but not limited to, vague or unsubstantiated allegations by a bidder, Offeror, or prospective contractor that: (A) a bidder, Offeror, or prospective contractor should have received a higher score or that another bidder, Offeror, or prospective contractor should have received a lower score, (B) a service or product provided by a bidder, Offeror, or prospective contractor is better than another bidder's, Offeror's, or prospective contractor's service or product, (C) another bidder, Offeror, or prospective contractor cannot provide the procurement item for the price bid or perform the services described in the solicitation, or (D) any other item that is not relevant or specific; or
- (iii) filing a protest requesting: (A) a detailed explanation of the thinking and scoring of evaluation committee members, beyond the official justification statement described in Section 63G-6a-708, (B) protected information beyond what is provided under the disclosure provisions of the Utah Procurement Code; or (C) other information, documents, or explanations reasonably deemed to be not in compliance with the Utah Code or Administrative Rule R33 by the protest officer.

In accordance with Section 63G-6a-1603(3)(a), a protest officer may dismiss a protest if the concise statement of the grounds for filing a protest does not provide an adequate basis for the protest.

## **1.23 AUDIT**

Pursuant to Administrative Rule R33-12-605, the State may, at reasonable times and places, audit or cause to be audited by an independent third party firm, by another procurement unit, or by an agent of



the procurement unit, the book, records, and performance of the Offeror, if awarded a contract under this RFP.

#### **1.24 INSPECTIONS**

Pursuant to Utah Administrative Rule R33-12-701, R33-12-702, R33-12-703, and R33-12-704, the State may, at its discretion, perform an inspection of the Offeror's facility or place of business, or any location where the work is performed.

#### **1.25 DISCLOSURE PURSUANT TO GRAMA**

The following shall be disclosed after receipt of a proper GRAMA request: (a) the contract(s) entered into as a result of the selection and the successful proposal(s), except for those portions that may not be disclosed under Rule R33-7-105; (b) the unsuccessful proposals, except for those portions that are Protected and the Offeror has submitted a proper Business Confidentiality Claim; (c) the rankings of the proposals; (d) the names of the members of any selection committee (reviewing authority); (e) the final scores used by the selection committee to make the selection, except that the names of the individual scorers shall not be associated with their individual scores or rankings; and (f) the written justification statement supporting the selection, except for those portions that may not be disclosed under Rule R33-7-105.

After due consideration and public input, the following has been determined by the Procurement Policy Board to impair governmental procurement proceedings or give an unfair advantage to any person proposing to enter into a contract or agreement with a governmental entity, and will not be disclosed by the governmental entity at any time to the public, including under any GRAMA request: (a) the names of individual scorers/evaluators in relation to their individual scores or rankings; (b) any individual scorer's/evaluator's notes, drafts, and working documents; (c) non-public financial statements; and (d) past performance and reference information which is not provided by the Offeror and which is obtained as a result of the efforts of the governmental entity. To the extent such past performance or reference information is included in the written justification statement, it is subject to public disclosure.

### **PART 2: SCOPE OF WORK**

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Below is a description of the basic service requirements and expectations Offerors will be expected to meet if awarded a contract to provide any of the services stated in this RFP. Because only Offerors awarded contracts will be allowed to provide services, contract terminology is used in this section. For example, the term "Contractor" is used rather than the term "Offeror" and any references in the Scope of Work to parts or sections are referring to parts or sections in the contract template that will be used to prepare any contracts awarded pursuant to this RFP and not this RFP document.

This Scope of Work contains service requirements that apply to multiple services. The Contractor is only authorized to provide the services awarded.

#### **SECTION I. GENERAL INFORMATION**

##### **A. SCOPE OF WORK TABLE OF CONTENTS**

- 1. General Information (Section I.)**
  - a. Scope of Work Table of Contents (Paragraph I.A.)
  - b. Acronyms (Paragraph I.B.)
  - c. Definitions (Paragraph I.C.)
  - d. Background (Paragraph I.D.)
  - e. Population to be Served (Paragraph I.E.)
- 2. General Requirements (Section II.)**
  - a. General Contractor Requirements (Paragraph II.A.)
  - b. Contractor's Staffing Requirements (Paragraph II. B.)

- c. Background Screening Requirements (Paragraph II.C.)
- d. Use of Client Identifying Information and Electronic Media (Paragraph II.D.)
- e. Authorization to Provide Service (Paragraph II.E.)
- f. Incident Reporting (Paragraph II.F.)
- g. Emergency Safety Intervention (Paragraph II.G.)
- h. Prohibited Therapy Techniques (Paragraph II.H.)
- i. Child Protective Services (CPS) Investigations (Paragraph II.I.)
- j. Abuse and Harassment Prevention, including but not limited to physical, emotional, and sexual abuse and harassment (Paragraph II.J.)
- k. Training Requirements (Paragraph II.K.)
- l. Transportation (Paragraph II.L.)
- 3. Program Requirements (Section III.)**
  - a. Program Manual (Paragraph III.A.)
  - b. Program Requirements (Paragraph III.B.)
- 4. Care and Supervision (Section IV.)**
  - a. Care and Supervision General Requirements (Paragraph IV.A.)
  - b. Placement Requirements (Paragraph IV.B.)
  - c. Client Personal Needs Allowance and Personal Belongings (Paragraph IV.C.)
  - d. Special Needs Payments (Paragraph IV.D.)
  - e. Limitations for Combining Clients with Different Risk Levels and Categories (Paragraph IV.E.)
  - f. Grievance Procedures (Paragraph IV.F.)
- 5. Service Coordination (Section V.)**
  - a. Components of Supervision (Paragraph V.A.)
  - b. Drug Testing (Paragraph V.B.)
- 6. Reimbursement (Section VI.)**
  - a. Daily Care and Supervision (Paragraph VI.A.)
  - b. Reimbursement for Client Absence (Paragraph VI.B.)
- 7. Documentation (Section VII.)**
  - a. Contractor Administrative Records (Paragraph VII.A.)
  - b. Individual Staff Records (Paragraph VII.B.)
  - c. Individual Client Records (Paragraph VII.C.)
  - d. Electronic Contractor Records (Paragraph VII.D.)
- 8. Specific Service Level Requirements (Section VIII.)**
  - a. Service Codes: DSD AND YSD (Paragraph VIII.A.)
  - b. Service Codes: DSE AND YSE (Paragraph VIII.B.)
  - c. Service Codes: DSF AND YSF (Paragraph VIII.C.)
  - d. Service Codes: DDE AND YDE (Paragraph VIII.D.)
  - e. Service Codes: DBD AND YBD (Paragraph VIII.E.)
  - f. Service Codes: DBE AND YBE (Paragraph VIII.F.)
  - g. Service Codes: DBF AND YBF (Paragraph VIII.G.)
  - h. Service Codes: DMD AND YMD (Paragraph VIII.H.)
  - i. Service Codes: DME AND YME (Paragraph VIII.I.)
  - j. Service Codes: DMF AND YMF (Paragraph VIII.J.)
- 9. Service Requirements for Mental Health Services (Section IX.)**
  - a. Medicaid Mental Health Services (Paragraph IX.A.)
    - (1) Provider Compliance (Paragraph IX.A.1.)
    - (2) Medicaid Enrollment (Paragraph IX.A.2.)
    - (3) Service Requirements (Paragraph IX.A.3.)
    - (4) Telehealth (Paragraph IX.A.4.)
  - b. Residential Treatment Facility shall be Eligible for Medicaid (Paragraph IX.B.)

10. **Requirements for Wrap Services (Non-Mental Health/Non-Medicaid) (Section X.)**
  - a. Wrap Services General Requirements (Paragraph X.A.)
  - b. Non-Medicaid Wrap Services (Paragraph X.B.)
    - (1) Mentoring (YIS) (Paragraph X.B.1.)
    - (2) Day Group Skills Support Service (DGS) (Paragraph X.B.2.)
11. **Outcomes (Section XI.)**
  - a. Joint Performance Measures for all Programs (Paragraph XI.A.)
  - b. Outcomes Required (Paragraph XI.B.)
12. **Rate Tables (Section XII.)**

## **B. ACRONYMS**

1. APRN: Advanced Practice Registered Nurse
2. ASD: Autism Spectrum Disorder
3. AWOL: Absent without leave
4. CMS: Centers for Medicare and Medicaid Services
5. CPC: Correctional Program Checklist
6. CPR: Cardiopulmonary Resuscitation
7. CPS: Child Protective Services
8. CTP: Contracted Transportation Payment
9. CWPA: Child Welfare Program Assessment
10. DBD: Moderate Level Behavioral Disorder, Certified Small Group Home
11. DBE: Moderate Level, Behavioral Disorder
12. DBF: High Level Behavioral Disorder
13. DDE: Moderate/High Level Substance Dependent
14. DGS: Day Group Skills Support Service
15. DHS: Department of Human Services
16. DCFS: Division of Child and Family Services
17. DJJS: Division of Juvenile Justice Services
18. DSPD: Division of Services for People with Disabilities
19. DSAMH: Division of Substance Abuse and Mental Health
20. DSM: Diagnostic and Statistical Manual
21. DOPL: Department of Occupational and Professional Licensing
22. OL or DHS/OL: Office of Licensing (For out-of-state providers, this would be the state entity in which the program operates that licenses residential treatment facilities similar to the State of Utah DHS/OL)
23. DMD: Moderate Level Mental Health / Certified Small Group Home
24. DME: Moderate Level Mental Health
25. DMF: High Level Mental Health
26. DOH: Department of Health
27. DSD: Moderate Level Sex Offender / Certified Small Group Home
28. DSE: Moderate Level Sex Offender (Male)
29. DSF: High Level Sex Offender
30. DSF-Y: High Level Sex Offender
31. FASD: Fetal Alcohol Spectrum Disorders
32. GS: Graduated Sanctions Model
33. IEP: Individualized Education Program
34. LGBTQ: Lesbian Gay Bisexual Transgender Questioning
35. MSA: Medicaid Purchase Authorization
36. NASP: Needs Assessment Service Plan

- 37. NOJOS: Network on Juveniles Offending Sexually
- 38. OH20: DHS/DCFS residential screening form
- 39. PDIE: Psychiatric Diagnostic Interview Examinations
- 40. POE: Presenting Offense Episode
- 41. PRA: Protective Risk Assessment
- 42. PRN: (pro re nata) as needed medication
- 43. PSA: Purchased Service Authorization
- 44. PSRA: Pre-Screen Risk Assessment
- 45. SMART Goal: Specific, measurable, attainable, realistic and timely
- 46. SSC: Support Service Coordinator
- 47. TAL: Transition to Adult Living
- 48. TBI: Traumatic Brain Injury
- 49. UFACET: Utah Family And Children Engagement Tool
- 50. YBD: Moderate Level Behavioral Disorder, Certified Small Group Home
- 51. YBE: Moderate Level, Behavioral Disorder
- 52. YBF: High Level Behavioral Disorder
- 53. YDE: Moderate/High Level Substance Dependent
- 54. YIS: Mentoring
- 55. YMD: Moderate Level Mental Health / Certified Small Group Home
- 56. YME: Moderate Level Mental Health
- 57. YMF: High Level Mental Health
- 58. YPA: Youth Parole Authority
- 59. YSD: Moderate Level Sex Offender / Certified Small Group Home
- 60. YSE: Moderate Level Sex Offender (Male)
- 61. YSF: High Level Sex Offender
- 62. YSF-Y: High Level Sex Offender
- 63. YTM: Extended Transportation

## **C. DEFINITIONS:**

For the purpose of this Scope of Work, medical diagnosis definitions shall be in accordance with the definitions found in the most current Diagnostic and Statistical Manual (DSM); for other terms found in this Scope of Work, the following definitions apply:

### **1. Action Step:**

Action steps are behavior criteria, or subtasks that Clients must demonstrate to meet the SMART goal. Actions steps are a behavioral way to measure progress. Action steps are determined by the Child and Family Team.

### **2. Administrative Staff:**

The Contractor's management staff that do not supervise or provide direct services to Clients.

### **3. Applicant:**

An individual requesting a background screening.

### **4. Background Screening:**

The review of an applicant's criminal history and abuse, neglect, or exploitation history through one or more criminal, abuse, neglect, or exploitation databases for the purpose of determining whether the applicant may have direct access to Clients.

**5. Background Screening Clearance:**

- a. For Contractors licensed through the Department of Human Services Office of Licensing (DHS/OL), DHS/OL has conducted an applicant's background screening and has cleared the applicant to have direct access to Clients.
- b. For Contractors licensed through the Department of Health Bureau of Health Facility Licensure (DOH), and for whom DOH has conducted an applicant's Background Screening, DOH has cleared the applicant.

**6. Bed:**

A placement in a residential treatment program that may be available for use by a Client.

**7. Benchmark:**

A standard or a set of standards, used as a point of reference for evaluating performance or level of quality.

**8. Case Manager:**

A DHS employee or DHS designee with primary responsibility for a Client. In DHS/DCFS this is also known as Case Worker. In DHS/DJJS this is known as Case Manager. In the System of Care, this is also known as a Care Manager.

**9. Certified Program:**

A program certified in an evidence-based small group home program with less than eight residents for children/youth in foster care.

**10. Client:**

A child or youth in the custody of, or receiving services from, DHS or DHS/DCFS or DHS/DJJS, or who have an adoption assistance agreement from a public child welfare agency.

**11. Client Identifying Information:**

Information that identifies or may lead to the identity of the Client or Client's family. Identifying information includes, but is not limited to, be verbal or written communication, photographs or digital images and video clips, and data.

**12. Contract Monitor:**

Division staff that provide consultation and technical assistance to Contractors and Division staff who monitor for compliance with all contract requirements and reviews and approves or denies submitted billings. DHS/DCFS Contract Monitors are also known as

Contract Coordinators. DHS/DJJS Contract Monitors are also known as Support Services Coordinators or Quality Assurance Auditors.

**13. Criminogenic:**

Dynamic risk factors that are specific to the client and cause or are likely to cause delinquent behavior.

**14. Diagnostic Mental Health Services:**

These are any medical procedure(s) recommended by a physician or other licensed mental health therapist within the scope of his or her practice under State law to enable him/her to identify the existence, nature, or extent of a mental health disorder in a Client. Specific mental health services are included in the current Utah Medicaid Provider Manual.

**15. Direct Access:**

An individual who has or likely will have contact with or access to a Client that provides the individual with an opportunity for personal communication or touch.

**16. Direct Care Staff:**

The Contractor's staff providing supervision of a Client, or direct care to a Client; this may include staff that provide educational, vocational, therapeutic, or treatment services. This does not include support staff (see definition of "Support Staff" below) or education staff not employed by the program.

**17. Direct Supervision:**

The staff or volunteer being supervised is under the uninterrupted visual and auditory surveillance of the direct care staff doing the supervising.

**18. Direct Time Visits:**

Face-to-face visits with the youth and the parent/guardian designed to teach model and practice skills that help the Client achieve the treatment goals through cueing modeling, and role modeling.

**19. Division:**

The Division with which this Contract is written, either DHS/DJJS or DHS/DCFS.

**20. Emergency Care:**

The medical or surgical care necessary to treat the sudden onset of a potentially life or limb threatening condition or symptoms which must begin within 12 hours after onset. Heart attacks, strokes, poisoning, loss of consciousness or respiration, and convulsions are examples of medical care emergencies.

**21. Evidence-Based:**

A treatment, program, practice, intervention, technique, approach, or modality that has shown through rigorous evaluation, replication, and research to be effective at demonstrating effective and measurable outcomes for clients.

**22. Face-to-Face:**

The Client is present with the mental health provider in the setting in which the service is being provided, or when conducting Telehealth or other interactive video communication sessions.

**23. Family:**

Family includes the Client's biological family of origin, a kinship caregiver family, adopted family, or other identified permanent caregiver family.

**24. Fidelity:**

The degree of accuracy and exactness with which an evidenced based treatment model is replicated and employed in its use with Clients.

**25. Foster:**

A family licensed to provide out-of-home care by the DHS/OL and who has completed all of the DHS/DCFS requirements for prospective adoptive parents.

**26. Graduated Sanctions Model:**

A model used by DHS/DJJS to evaluate the appropriate level of care and intervention required to meet the needs of Clients who come into DHS/DJJS custody because of delinquent behavior.

**27. Grievance:**

A formal claim or allegation regarding a condition, circumstance, incident or action involving the Contractor or provider.

**28. Levels of Care Model:**

A model used by DHS/DCFS to evaluate the appropriate levels of care required for Clients who come into DHS/DCFS custody because of abuse, neglect, or dependency.

**29. Medicaid Provider Manual:**

The most current Rehabilitative Mental Health and Substance Use Disorder Services Manual located at <https://medicaid.utah.gov/provider-resources-and-information>.

**30. Mentor:**

Contractor staff assigned to a specific Client for the purpose of assisting in the achievement of Client treatment goals through Direct Time Visits.

**31. Mentoring:**

Method through which Contractor staff assigned to a specific Client assist the Client in achieving treatment goals through Direct Time Visits.

**32. Motivational Interviewing:**

A client centered way of interacting, listening, and looking for ways to direct interaction toward positive talk, building internal motivation, reducing resistance, raising discrepancies, eliciting change talk, and enhancing the Client's willingness to change.

**33. Needs Assessment Service Plan (NASP):**

A DHS/DJJS plan developed by the Case Manager and the Child and Family Team that provides direction for the case and outlines the Priority Risk Factors, delinquency history, family services and responsibilities, current placement/transition plan, criminogenic needs, and motivation.

**34. Network on Juveniles Offending Sexually (NOJOS):**

A Utah-based sex-specific professional organization that aids in the consistency of management, assessment, and treatment of the juvenile sex offender, and outlines levels of treatment along a continuum. The NOJOS Continuum consists of eight levels, beginning with the least restrictive "Level One" to most restrictive "Level Eight".

**35. OH20 (DHS/DCFS Only):**

A residential care screening form completed by a Case Manager and used at the DHS/DCFS placement screening committee meetings

**36. Parent:**

The Client's biological parent of origin, legal guardian, a kinship caregiver, adopted parent, or other permanent caregiver identified by DHS.

**37. Pre-Screen Risk Assessment (PSRA) (DHS/DJJS Only):**

The assessment used to determine a Client's risk of reoffending.

**38. Presenting Offense Episode (POE) (DHS/DJJS Only):**

The current incident that brought the Client into the juvenile justice system including information on what led the Client to commit the offense.

**39. Priority Risk Factors (For DHS/DJJS Only):**

The areas of risk related to recidivism identified by the PRA and outlined in the NASP that are established for the Client as the primary targets of improvement and risk reduction.

**40. Proctor Care:**



Care and supervision for a Client by proctor parents in a family home setting under the authority and supervision of a licensed child placing foster care agency.

**41. Proctor Parent:**

An employee or subcontractor of the Contractor who provides substitute care to a Client under the authority and supervision of a licensed child placing foster care agency contracted with the Division.

**42. Program Manual:**

A manual developed by the Contractor that includes all sections required in Section III.A.1. through 11.

**43. Protective Factors:**

Positive items or areas in a Client's life and for DHS/DCFS, the Client's family life, and environment as identified by the PRA, UFACET and other sources are used in developing individualized treatment planning to enhance the Client's success. Protective factors include, but are not limited to: Resilience, Social Connections, Social and Emotional Development, Concrete Support in time of Need, and Social and Emotional Competency.

**44. Protective Risk Assessment (PRA) (DHS/DJJS Only):**

DHS/DJJS and juvenile probation assessment administered by juvenile probation officers and DHS/DJJS Case Managers that examines a Client's risk level to reoffend and the Client's Protective Factors and Priority Risk Factors as identified in the NASP in ten different life areas called domains. These domains include: delinquency history, school, employment, relationships, environment, current living arrangements, alcohol and drugs, mental health, attitudes and behaviors, and skills.

**45. Psychiatric Diagnostic Interview Examination (PDIE):**

A mental health assessment used to identify trauma and/or mental health services needed by the Client.

**46. Purchased Service Authorization (PSA):**

A form used to authorize the purchase of specific contractual clinical and placement services. For DHS/DCFS, the approval for Medicaid services is the Medicaid Service Authorization (MSA).

**47. Quarterly:**

July 1 through September 30 (1<sup>st</sup> Quarter); October 1 through December 31 (2<sup>nd</sup> Quarter); January 1 through March 31 (3<sup>rd</sup> Quarter); April 1 through June 30 (4<sup>th</sup> Quarter).

**48. Recidivism:**

A measure of re-offense.

**49. Rehabilitative Mental Health Services:**

Medical or remedial services included in this Contract and defined in the most current Utah Medicaid Provider Manual that are recommended by a physician or licensed mental health therapist, within the scope of his/her practice under Utah law, for maximum reduction of a Client's mental health disorder and restoration of a Client to his/her best possible functional level.

**50. Residential Treatment Program:**

Residential treatment program means a 24 hour group living environment for four to 16 individuals.

**51. Responsivity Factors (DHS/DJJS Only):**

Personal factors or attributes that are likely to affect the Client's receptiveness to or the effectiveness of treatment.

**52. Risk Level:**

For DHS/DCFS, the level of probability and degree of harm to self or others. For DHS/DJJS, a measure of a Client's likelihood to reoffend.

**53. SMART Goal:**

Specific, measurable, attainable, realistic and timely (SMART) goals that describe the criteria to reduce identified Priority Risk Factors and Targeted Treatment Needs. Smart goals are determined by the Case Manager with Child and Family Team input.

**54. Social Networking Mediums:**

Forums that include but are not limited to blogs, email, and social network sites (such as, but not limited to Facebook, Twitter, Instagram, Pinterest, Linked In, or Flickr), letters, and newsletters.

**55. Stages of Change:**

A model to explain the process of change that recognizes that different clients are in different stages of readiness for change, and by identifying a client's position in the change process, the Contractor can more appropriately match the intervention to the client's stage of readiness for change and assist the client in progressing toward action and maintenance. Five Stages of Change have been conceptualized for a variety of problem behaviors. The five Stages of Change are pre-contemplation, contemplation, preparation, action, and maintenance.

- a. Pre-contemplation is the stage at which there is no intention to change behavior in the foreseeable future. Many individuals in this stage are unaware or under aware of their problems.

- b. Contemplation is the stage in which people are aware that a problem exists and are seriously thinking about overcoming it but have not yet made a commitment to take action.
- c. Preparation is a stage that combines intention and behavioral criteria. Individuals in this stage are intending to take action in the next month and have unsuccessfully taken action in the past year.
- d. Action is the stage in which individuals modify their behavior, experiences, or environment in order to overcome their problems. Action involves the most overt behavioral changes and requires considerable commitment of time and energy.
- e. Maintenance is the stage in which people work to prevent relapse and consolidate the gains attained during action. For addictive behaviors this stage extends from six months to an indeterminate period past the initial action.

**56. Step-Down:**

A reduction in intensity or level of service.

**57. Support Staff:**

The Contractor's staff, not including the administrative staff, that do not supervise or provide direct care to Clients.

**58. System of Care:**

A broad, flexible array of services and supports for Clients with or at risk for complex emotional and behavioral needs that:

- a. Is community based;
- b. Integrates service planning, service coordination, and management across state and local entities;
- c. Includes individualized, person-centered planning;
- d. Builds meaningful partnerships with families and Clients; and
- e. Provides supportive management and policy infrastructure that is organized into a coordinated network.

**59. Targeted Treatment Needs (DHS/DCFS Only):**

Identified behaviors that pose a risk of harm to the Client or others at an intensity that require a residential treatment setting to address risk reduction and target behaviors for improvement so Client can return to live successfully in a less restrictive setting.

**60. Team or Child and Family Team:**

A group of individuals consisting of individuals authorized by the Case Manager that participate in planning, providing, and monitoring supports and services for the Client and family or parent such as the Case Manager, service provider, Client, family members, proctor/foster parents, legal guardian, community specialists, friends, and other individuals approved by the Case Manager. Also known as a Child and Family Team.

**61. Telehealth:**

“Telehealth” is the practice of mental health care delivery through secure interactive video communications when distance or other hardships create difficulty with consistent access to services. Telehealth occurs in real-time or near real-time.

**62. Transition to Adult Living (TAL):**

Services for Clients that aid them in the development of the skills needed for successful adult life. TAL services include course work, home studies, community involvement, and/or placement.

**63. Trauma-Informed Approach:**

The philosophy that is responsive to the high prevalence of traumatic experiences in Clients who receive services. Many Clients have experienced trauma and violence and may require modified treatment modalities based on understanding the profound neurological, biological, psychological and social effects of trauma. It is not a set of specific services but a set of principles that include collaborative, supportive and skill based care that address the effects of trauma and recognize it as an important aspect of treatment.

**64. Treatment Plan:**

A written, individualized plan that incorporates the specific Priority Risk Factors and Targeted Treatment Needs of the Client and the mental health needs/assessments of the Client.

**65. Utah Family And Children Engagement Tool (UFACET) (DHS/DCFS Only):**

An assessment of a Family and Client to identify the intensity of services to be provided. It includes the Family’s strengths and needs, the parent’s specific needs, and the Client’s functioning. It is informed by other formal and informal assessments such as mental health, medical and school assessments and input from Child and Family Team members.

**66. Volunteer:**

A person who performs a service willingly without pay.

**67. “What Works” Principles (DHS/DJJS):**

A set of principles identified through research that outline core practices correlated with reductions in recidivism. This set of principles includes:

- a. Risk Principle: Interventions and services should be focused on moderate and high risk offenders and little intervention should be focused on low risk offenders. The intensity of services provided should match the Client’s risk to reoffend level, with the most intense services tailored to the Client with the highest risk to reoffend. Delivering high intensity services to low risk clients can have the unintended consequence of increasing recidivism. Additionally, lower risk clients

should not be mixed with higher risk clients as it can result in the lower risk clients learning negative behaviors and becoming higher risk.

- b. Need Principle: The services provided should address and target the Client's Priority Risk Factors as identified in the NASP most directly associated with the Client's delinquent behavior.
- c. Treatment Principle: Employ evidence-based treatment approaches. These services should incorporate cognitive behavioral theoretical foundations (e.g., reinforcement of pro-social behaviors) and be structured, and focused on developing skills.
- d. Responsivity Principle: Services provided that are tailored to match the teaching style of the program to the learning style of the Client. This includes varying treatment according to the relevant characteristics of the Client such as gender, culture, developmental stages, trauma, cognitive factors, mental health, and motivation.
- e. Fidelity Principle: Monitor the implementation quality and treatment fidelity of program interventions and approaches to ensure they are delivered the way in which they were designed and to the population they were intended, to maximize program success and recidivism reduction.

**68. Wrap Services:**

A coordinated set of services that are part of an individualized care plan for a Client.

**D. BACKGROUND**

**1. DHS/DCFS:**

High and moderate residential treatment programs for sexual behaviors, substance abuse, behavioral health, high mental health, and moderate mental health, shall be provided for specified Clients in the custody of the Department of Human Services (DHS), Division of Child and Family Services (DHS/DCFS) or former Clients who have been legally adopted from a public child welfare agency, who have been removed from their own homes because of neglect, abuse, serious parental inadequacy, or family problems, and may have been involved in the juvenile justice system or probation. The following establishes the foundation for placement decisions for Clients in the custody of DHS/DCFS:

a. General Philosophy for Making Placement Decisions

Clients who are unable to remain safely in the care of a parent may be placed in the custody of the DCFS. Clients enter the custody of the DCFS through the authority of the Juvenile Court based on direct court order or a petition based on abuse, neglect, or dependency. Clients who enter DCFS custody often have behavioral, emotional, developmental, and interpersonal challenges that require specialized services. DCFS has the responsibility to determine the least restrictive and most appropriate placement based on the Client's needs. The placement provides for the safety of the Client and others, as well as assists in maintaining the Client's connections with their family. For Clients who are unable to return

home, the placement shall have the capacity to prepare a child for another planned permanent relationship and/or provide for connections to relationships that will endure through adulthood.

- (1) The Level of Care Evaluation Model promotes the belief that Clients should live in family settings not in a treatment program.
- (2) The Level of Care Evaluation Model is designed to allow flexibility in meeting the needs of Clients while keeping safety, permanency, and wellbeing at the forefront throughout the decision making processes used by the Child and Family Team.
- (3) Services shall be outcome driven and provided in the most cost effective manner within available resources.

b. Levels of Care - General Description

The Levels of Care Evaluation Model is based on a continuum of care with seven levels of care. As the levels of care progress, each level is designed to provide more intensive services and supervision than the prior level of care.

The first three levels, Level I, Level II, and Level III, are most frequently provided in foster family homes licensed by the DHS/ Office of Licensing (OL). Occasionally these services are provided to Clients in proctor homes, such as when foster family homes are not available or when siblings of a child in proctor care are placed together.

- (1) Level I is family based care that provides safe, adequate, standard parental supervision and care. Clients in this level of care may have mild to moderate medical or mental health treatment needs and mild behavioral problems. (Formerly known as Basic Foster Care).
- (2) Level II is family based care that provides a safe environment with adequate parental supervision that may be slightly or moderately more intense than that of a child in Level I care. Clients at this level may be physically disabled, developmentally delayed, medically needy or medically fragile, or have a serious emotional disorder, and may require outpatient treatment services more frequently than once a week, such as day treatment and/or special education services. (Formerly known as Specialized Foster Care.)
- (3) Level III is family based care that provides intensive treatment services and constant supervision in a family living environment by a well-trained, experienced out-of-home care provider. Clients at this level may have severe behavioral, emotional, or medical problems that can still be managed in a foster home. Level III care is for Clients who are unable to be successful in placements with a lower level of services and supervision. Clients in Level III care have behaviors, medical concerns, or other needs that could generally be improved by working with skilled, experienced foster parents that have completed advanced training and have

demonstrated skills in working with the issues. (Formerly known as Structured Foster Care.)

Clients with severe emotional or behavioral difficulties that cannot be managed in traditional family settings because of a need for more intensive supervision and treatment may be placed in higher levels of care through contracts with licensed providers.

- (4) Level IV is proctor family care through a licensed child-placing agency. The proctor agency generally has access to highly skilled caregivers as well as a variety of wraparound services needed for the higher, intensive needs of the Client. It also includes transition to adult living care in a supervised apartment setting.
- (5) Level V is residential support or residential treatment, generally for Clients with moderate level treatment and supervision needs, generally requiring 1:6 staff to child ratio.
- (6) Level VI is residential treatment for Clients with high level treatment and supervision needs, generally requiring 1:4 staff to child ratio. This is the highest level of care before institutional care at a psychiatric or acute care hospital.
- (7) Level VII is institutional care at a psychiatric or acute care hospital.

c. Categories of Primary Treatment Need for Levels IV, V, and VI:

Clients entering a higher level of care provided by a DHS-contracted Provider (Levels IV, V, or VI) shall have behavioral concerns. It is what is behind the behaviors that will indicate primary treatment needs of the Client.

Within the levels of care evaluation model, levels IV, V, and VI contain four categories of service that are designed to address specific treatment needs of a child. Child profiles have been developed for each treatment category.

- (1) Behavioral Disorders: Clients whose presenting problems are behavioral in nature such as non-compliance, acts of physical aggression, property offending, or substance abuse.
- (2) Sexual Behaviors: Clients who have sexual behaviors that have not been managed while living with their families or while living in lower levels of care.
- (3) Mental Health: Clients whose negative behaviors are a result of a mental illness (such as seriously emotionally disturbed, bipolar disorder, major depression, Post-Traumatic Stress Disorder, etc.).
- (4) Substance Use: Clients who have been diagnosed as Substance Use Disorder through a psychological or substance abuse assessment.

- d. Supervision Levels: In addition to placing a child in a specified category of treatment, the Client shall also be assigned to a level within the category—low, moderate or high. These levels are based on the intensity of supervision required by direct care staff and/or proctor parents.
- e. Process for Making Placement Decisions:

DCFS workers will complete a Utah Family And Child Engagement Tool (UFACET) on each child in order to assist in making an appropriate determination for the level of care the Client will be placed in. Clients shall be placed in the level and category of treatment and supervision that is best suited to meet individualized needs based on the conclusions drawn in the UFACET.
- f. Utah Family And Child Engagement Tool: The UFACET is developed through a process of teaming and assessing each child in DCFS custody. Information available from formal assessments (health, mental health, psychiatric, school, etc.) and informal assessments (client interviews, family history, etc.) is brought together and synthesized into the UFACET. Through the Child and Family Team process, the Case Manager completes the UFACET by gathering information about the Client in the following areas:
  - (1) Threats of harm that can affect the safety of the Client,
  - (2) Placement and treatment history,
  - (3) Client's family history including the family's strengths, concerns and protective capacities,
  - (4) Client's strengths, motivations and interests,
  - (5) Health issues/concerns, including medication history,
  - (6) Developmental and educational levels,
  - (7) Behavioral/emotional concerns about child, including those that pose a risk to self and others,
  - (8) Mental health issues and history, including psychotropic medication,
  - (9) History of delinquent behavior,
  - (10) Permanency goal, including enduring relations that can provide safety and permanence.
- g. Duration of Treatment Program:

For each level, there are anticipated average length of stays, treatment services and wraparound supports. Each treatment category will be individualized based on each Client's specific needs to allow that child to function in a family setting where permanency can be attained. Permanency is achieved when the Client is able to sustain connections to adult relationships that endure through adulthood.



Permanency for the Client is attained when there has been resolution of the custody issues through either reunification of the Client with their family, permanent guardianship with a family that has a connection with the Client, adoption of the Client, or other planned permanent arrangement that is in the best interest of the Client. In addition, in order for permanency to have been achieved, there must be adequate support for the Client and ability for the Client to achieve stability in a home and school setting.

h. Ongoing Assessment for Progress:

In order to assess for progress, the Case Manager will hold regular reviews to determine whether the Client is making progress and/or needs to remain at the current level of care. For placements at Level I, II, and III, reviews will be conducted a minimum of every six months. For each child placed at a level IV or higher, reviews will be conducted a minimum of every three months. For Clients in Level III placements and above, these reviews are done with the region Placement Screening Committee.

- (1) Stepping a child down is based on the stabilization and improvement of the Client's behaviors and conditions as assessed in the UFACET. This decision is a collaborative decision by the Team and/or the Placement Screening Committee.
- (2) Clients who are placed in Level III and IV proctor family based care may be stepped down in intensity of wrap services provided while remaining in the same family placement to allow for stability.
- (3) Clients may also be placed in a higher level based on an increased intensity of need.

i. Effective Service Delivery:

A measure of effective service delivery for levels IV, V, and VI may be based on outcomes such as safety, connection to a permanent family or caring adults, progress toward treatment goals, prevention of recidivism, and increasing skills and ability to function in society successfully as an adult.

Services and supports determined to be necessary to assist the Client at any level of care will be pre-authorized by the Case Manager and incorporated in the Child and Family Plan for the Client in order to eliminate duplication of services.

j. Levels of Care Evaluation Model Table:

The table below shows a grid in which horizontal categories are the treatment focuses and the vertical levels separate Clients based on intensity of supervision and treatment needs. The frequency, duration, and intensity of the Client's behaviors or conditions are used as factors to determine the level of specialized services. The levels separate the intensity of supervision as well as services within each category.

**DHS/DCFS LEVELS OF CARE EVALUATION MODEL**

← TREATMENT FOCUS →

I N T E N S I T Y	ASSESSMENT PROCESS					
	Male Sex Offenders	Female Sex Offenders	Male or Female Mental Health	Male or Female Substance Dependent	Male or Female Behavioral	
	High	<b>DSF/ DSF-Y</b> NOJOS Level 6  Staffing Ratio 1:4	<b>DSF</b> NOJOS 4, 5, 6  Staffing Ratio 1:4	<b>DMF</b>  Staffing Ratio 1:4	<b>DDE</b>  Staffing Ratio 1:6	<b>DBF</b>  Staffing Ratio 1:4
	Moderate	<b>DSE</b> NOJOS 4 or 5  Staffing Ratio 1:6		<b>DME</b>  Staffing Ratio 1:6		<b>DBE</b>  Staffing Ratio 1:6
	With Awake Night Staff					
	Moderate Certified Small Residential Program	<b>DSD</b> NOJOS 4 or 5  Staffing Ratio 1:6		<b>DMD</b>  Staffing Ratio 1:6	<b>DDD</b>  Staffing Ratio 1:6	<b>DBD</b>  Staffing Ratio 1:6
	No Awake Night Staff					
	Low	<b>DIB</b> –Maximum of One Client <b>DPB</b> –Maximum of Two Clients  NOJOS Levels 1, 2, or 3	<b>DIB</b> –Maximum of One Client <b>DPB</b> –Maximum of Two Clients  NOJOS Levels 1, 2, or 3	<b>DIB</b> –Maximum of One Client <b>DPB</b> –Maximum of Two Clients	<b>DIB</b> –Maximum of One Client <b>DPB</b> –Maximum of Two Clients	<b>DIB</b> –Maximum of One Client <b>DPB</b> –Maximum of Two Clients
<b>DAC</b> - Transition to Adult Living (Not category specific)						
<b>PC2</b> – Level II Contracted Foster Care (For sibling of Client in DPB placement)						
<b>PC1</b> – Level I Contracted Foster Care (For sibling of Client in DPB placement)						
<b>BAB</b> – Supplemental Payment for Baby of Youth in Custody (For baby of Client in DPB placement)						
Permanency (Reunification, Adoption, Guardianship, Other Successful Lifelong Connections)						
Successful Termination of Services						

**2. DHS/DJJS:**

High and moderate residential treatment programs for sexual offending clients, substance abuse, high and moderate mental health for specific Clients in the custody of the Division

of Juvenile Justice Services (DJJS) who have been involved in delinquent activities.

The mission of the Division of Juvenile Justice Services is to be a leader in the field of juvenile justice by changing young lives, supporting families and keeping communities safe. Structured programming utilizing evidence-based treatment approaches such as cognitive behavioral theoretical foundations, reinforcement of pro-social behavior services, and focusing on developing skills for the Client and Client's family are effective in reducing recidivism and achieving the desired outcomes. Engaging parent(s)/guardian(s) at the Client's entry to a program helps contribute to the success of the Client. Monitoring program fidelity in implementation quality, treatment and delivery as designed has been shown to maximize program success and recidivism reduction.

The Graduated Sanction (GS) Score in combination with the Protective Risk Assessment (PRA)/Pre-Screen Risk Assessment (PSRA) risk level are used to assist Case Managers in determining the most appropriate initial placement for custody clients within the continuum of placements provided.

Both Graduated Sanctions Scores and PSRA/PRA Risk Level scores are based on the Division's risk assessment tools and generate classifications of low, moderate and high. However, they serve different purposes. PSRA/PRA risk Levels of low, moderate or high refer to a client's likelihood to reoffend. This has been validated for Utah clients. The PSRA/PRA risk level is used to address the amount, frequency, and intensity of services a client receives.

The Graduated Sanction Score will assist the Case Manager to determine the level of service a client receives once a client is in DJJS custody. Clients with a moderate or high GS Score can be considered for residential group home placement but should not be placed there until the case manager has considered the placement categories and factors outlined below.

Clients should be placed into homes that address their specific area of risk. There are four major categories outlined in the Graduated Sanctions model. These categories include: sexual offending, mental health, behavioral, and substance use. The GS category is determined through a process in which the case manager examines the client's Presenting Offense Episode (POE) and Behavioral Cycle or "Story" to determine the category that addresses the youth's Priority Risk Factors. The decision about placement category should be clearly supported by the choice of Priority Risk Factors identified on the Needs Assessment Service Plan (NASP). Determination of the appropriate placement when there are competing problems (e.g., when two or more Priority Risk Factors seem equally important but might require different types of placements) requires the application of case planning principles and the professional judgement of the case manager and case manager's supervisor. However, sexual offenses generally have priority over other categories and, severe drug problems often must be resolved before other issues can be dealt with effectively. In such cases, the case should be staffed with the Case Manager's supervisor to establish a priority.

In all cases, placements that keep as many protective factors in place as possible should be considered. Considering the possibility that moving a client out of area will have impact on protective factors in the client's life such as the family, school, other pro-social

relationships, and employment.

### **3. For Both Divisions:**

Many Clients have emotional and behavioral disorders requiring care and supervision in residential treatment programs, proctor homes or supervised transition to adult living apartment settings. In addition, Clients may also require outpatient mental health services and other specialized or supportive services to help them function appropriately in community settings and to safely transition back home or to another permanent living arrangement.

If a Client has cross-division treatment needs requiring access to the specialized treatment targets of each division, the Client receives both Division assessments.

After the Division has determined the appropriate level and type of placement for the Client, a referral is made to a contracted provider.

The Divisions expect the Contractor to adopt and effectively implement programs and services demonstrated to reduce the risk to re-offend and improve other youth outcomes, and use data and outcome/output measures to evaluate the results and direct program improvements.

### **4. DHS System of Care:**

Clients involved with the DHS often have complex physical, mental, social, emotional, educational, and developmental needs. DHS is dedicated to utilizing evidence-based models of care that strengthen Clients, families and communities. A coordinated, common-sense approach is cost-efficient and effective to meet short-term needs as well as advance Utah's long term success.

Together, the following divisions within DHS - Child and Family Services (DCFS), Juvenile Justice Services (DJJS), Services for People with Disabilities (DSPD), and Substance Abuse and Mental Health (DSAMH) services – has implemented a System of Care model in the Western Region of Utah and plans for statewide implementation is expected by April 2017.

System of Care is a nationally recognized, evidence-based approach for delivering coordinated services through collaboration with key partners. Through System of Care, Clients and their families have access to services:

- a. Available within their community or neighborhood.
- b. Delivered in the least restrictive, most clinically appropriate and normative environment.
- c. Responsive to the individual strengths, needs, and cultures of the Client/family.
- d. Comprehensive and coordinated to address multifaceted needs.
- e. Responsive to the impact of trauma in the lives of Clients and their families.

- f. Available at the earliest possible time to improve outcomes.
- g. Inclusive of the Client and their families and incorporates their natural support system.

#### **E. POPULATION TO BE SERVED**

The population to be served includes Clients who require intensive psychiatric, behavioral, medical and other structured rehabilitative interventions and continuous monitoring. They may be severely aggressive, exhibit self-destructive behavior or have grossly impaired reality testing, communication, cognition, or affect. Clients require other specialized or supportive services to help them function appropriately in community settings and to safely transition back home or to another permanent living arrangement.

Clients may exhibit one or more of the following:

1. Substance Use Disorder
2. Sexually aggressive, sexually compulsive, disturbed, impulsive, or group influenced, or exhibit sexualized behaviors beyond the norm for their age and developmental level
3. Violence or aggression towards others
4. Moderate psychiatric disorder
5. Severe psychiatric disorder
6. Emotional disorder
7. Behavioral disorder
8. Developmental disorder
9. Traumatic brain injuries
10. Pervasive developmental delays
11. Autism Spectrum Disorder
12. Fetal Alcohol Spectrum Disorder
13. Similar disorders

### **SECTION II. GENERAL REQUIREMENTS:**

The Contractor shall comply with the following general requirements.

#### **A. GENERAL CONTRACTOR REQUIREMENTS**

The Contractor shall:

1. Maintain a current business license with the local municipality OR a statement from the municipality that a business license is not required for the Contractor's local municipality.
2. Maintain current and active registration with the Utah State Department of Commerce, authorizing the Contractor to conduct business in the State.
3. Maintain and comply with a current Residential Treatment license or Intermediate Secure Treatment for Minors license issued by the DHS/OL, or a comparable license issued by the State in which the program operates, to provide a Residential Treatment Program for Clients, for each facility pursuant to this Contract. The Contractor shall submit to the Division a copy of its renewed license within 10 days of receiving the renewed license. If the Contractor's license expires, is not renewed, has conditions or corrective actions placed on the license, is suspended, or revoked, Contractor shall notify the Division within one business day.
4. Maintain and comply with a current Outpatient Treatment license issued by the DHS/OL, to provide individual, family, or group psychotherapy for Clients not residing in the Residential Treatment Program. The Contractor shall submit to the Division a copy of its renewed license within 10 days of receiving the renewed license. If the Contractor's license expires, is not renewed, has conditions or corrective actions placed on the license, is suspended, or revoked, Contractor shall notify the Division within one business day. *Contractors with facilities not located in Utah do not need to meet this requirement.*
5. Maintain and comply with a current Day Treatment license issued by the DHS/OL, if providing day treatment services, using the DGS service code, for Clients not residing in the Residential Treatment Program. The Contractor shall submit to the Division a copy of its renewed license within 10 days of receiving the renewed license. If the Contractor's license expires, is not renewed, has conditions or corrective actions placed on the license, is suspended, or revoked, Contractor shall notify the Division within one business day. *Contractors with facilities not located in Utah do not need to meet this requirement.*
6. If the program is not located in Utah, the Contractor shall meet facility, program, and staff licensure standard requirements established by the State or other governmental entity in which the facility/program is located.
7. Provide 24-hour residential treatment services to Clients referred by DHS/DCFS/DJJS.
8. Have an evidence-based program and treatments to target the needs of the Client population for which the Contractor was awarded.
9. Have a clear intervention model that drives all assessment, interventions and treatment targets. The model will specify how all program activities improve Client's functioning to allow him or her to live safely with a family in the community and, for DHS/DJJS Clients, reduce recidivism.
10. Have a Program Manual specific to the program to direct and structure intervention and services. The Program Manual shall comply with all requirements in Section III.A.1. through 11.

11. Provide an electronic copy of the Program Manual to the Division prior to the first day of operation for the program. The contractor shall not include anything in its Program Manual which conflicts with any requirements of this Contract. The contractor shall provide the Division with an updated electronic copy of the Program Manual, highlighting all changes, a minimum of ten days in advance of the implementation of the changes.
12. Distribute copies of the Program Manual to all managers and program staff.
13. Maintain an organization chart that includes at a minimum the facility owner(s), administrator(s), program director(s), clinical director(s), facility clinical staff, supervisor(s) of direct care staff, and direct care staff. The Contractor shall provide the Division with an updated organization chart when there is a change in owners, administrators, or directors, within 10 days of the change.

## **B. CONTRACTOR'S STAFFING REQUIREMENTS**

The Contractor shall employ or subcontract with:

1. A program director responsible for the day-to-day management and operation of the facility. At a minimum, the program director shall meet one of the following education and professional experience requirements:
  - a. Bachelor's degree in Behavioral Science and a minimum of three years professional experience working with the population of individuals under the age of 18 with sexual offending/behavior, mental health, behavioral, and substance use issues, or
  - b. Bachelor's degree in any field and a minimum of five years professional experience working with the population of individuals under the age of 18 with sexual offending/behavior, mental health, behavioral, and substance use issues.
2. Trained non-Clinical direct care staff to meet licensing requirements and the staff-to-Client ratio described in this contract, and assure there is 24-hour supervision of the Clients during the day and nighttime sleeping hours, including weekends, and school hours in accordance with licensing requirements and the direct care staff-to-Client ratio.
3. A licensed psychiatrist or an Advanced Practice Registered Nurse (APRN) to provide medical direction, medication and pharmacologic management, and to review the admission and discharge for each Client in placement. If the Client is prescribed medication, this individual shall also participate in the treatment plan development, psychiatric diagnostic evaluations, and ongoing reviews of the treatment plan for the Client.
4. A licensed psychologist to provide testing and evaluation services and other clinical services.
5. One or more licensed mental health therapist(s) practicing within the scope of her/her licensure in accordance with Title 58, Utah Code (e.g., licensed clinical social worker, licensed professional counselor, licensed marriage and family therapist, or licensed psychologist) or shall have a comparable license from the State in which the program operates, and shall provide the following:

- a. Direct treatment services for Clients that are individualized and focus on client centered objectives which address Priority Risk Factors and Targeted Treatment Needs, and
  - b. Management and oversight of the treatment program, ongoing clinical supervision, consultation and training to all direct care staff. The individual or individuals shall provide at least 10-hours of documented management, oversight, supervision, consultation, training, and mentoring direct care staff per month, in addition to the direct treatment services described above in paragraph “a.”
6. Non-Clinical direct care staff to meet the direct care staff-to-Client ratio and to assure there is 24 hour supervision of the Clients during the day and nighttime sleeping hours, including weekends and school hours.
7. Ensure all direct care staff are age 21 years or older and have a high school diploma or equivalent.
8. Ensure each mental health professional employed by or under contract with the Contractor that is providing diagnostic or rehabilitative mental health services maintains a current professional license from the Utah Department of Commerce, Division of Occupational and Professional Licensing (DOPL) or a comparable license from the state in which the program operates.
9. Ensure all staff providing Medicaid mental health services pursuant to this Contract meet and comply with all licensing requirements as specified in the Medicaid Provider Manual.
10. For Contractors awarded DMD, DSD, DBD, YMD, YSD, or YBD only: Certified Program Staff. The Contractor shall:
  - a. Employ or subcontract full-time trained facility staff that provides twenty-four hour daily guidance, supervision, and intensive behavioral intervention for Clients according to certified model standards, such as the Teaching Family Model. Services shall be provided under the direction of a licensed mental health therapist and Certified Teaching Family Model Consultant, or other staff specified in other certified programs.
  - b. Ensure there shall be at least one direct care staff member of the same gender as the Client population working at all times. A staff member, subcontractor, or volunteer may not be left alone with a Client of the opposite gender.
  - c. Employ or subcontract with one or more Certified Program Consultants or other oversight staff as designated in certified programs. The Certified Program Consultant(s) shall:
    - (1) Provide daily management of the certified program including behavioral data analysis, planning, and consultation meetings.
    - (2) Provide at least five hours per month of documented management, supervision and training per Client per week.



- (3) Be available for crisis intervention 24-hours a day, seven days per week.
- (4) Be licensed in accordance with the following:
  - (a) If only psychosocial rehabilitative services are prescribed in conjunction with care and supervision, the Certified Program Consultant(s) shall be a licensed mental health therapist, licensed registered nurse with experience in a psychiatric setting, licensed certified social worker, or an individual certified or credentialed to provide rehabilitative services to Clients.
  - (b) If mental health services other than psychosocial rehabilitation are prescribed in conjunction with care and supervision or the program is treating juvenile sex offenders or sexual behavior Clients, the Certified Program Consultant(s) shall be a licensed mental health therapist.
- d. Ensure the non-clinical direct care staff includes:
  - (1) A trained married couple as facility parents, one of which must possess at least a Bachelor's degree or a combination of college-level education and professional experience working with the population of individuals under the age of 18.
  - (2) At least one other individual employed full-time in the facility that possesses a Bachelor's degree or a combination of college-level education and professional experience working with the population of individuals under the age of 18.
- e. Ensure all of the Contractor's facility staff shall be certified according to the certified program standards within one year of employment. Staff shall also receive certified program approved training, consultation, evaluation and administrative support services.
- 11. One or more on-site staff designated and trained to be the caregiver who is authorized to apply the reasonable and prudent parent standard regarding decisions involving participation of the child in age or developmentally-appropriate activities as required under Section 471(a)(10)(B) of the Social Security Act and Section 8.3A.8a and Section 8.3A.8c of the Child Welfare Policy Manual. This individual can be a part-time or fulltime staff and these requirements can be in addition to the individual's other staff responsibilities.

## **C. BACKGROUND SCREENING REQUIREMENTS**

- 1. Contractors licensed through DHS/OL shall provide direct supervision of all persons with direct access to clients until the applicant receives written verification of background screening clearance from DHS/OL. Direct supervision shall be performed only by an individual who has a current written verification of background screening clearance from DHS/OL.

2. Contractors licensed through DOH shall provide direct supervision of all persons with direct access to clients until the applicant receives written verification of background screening clearance from DOH. Direct supervision shall be performed only by an individual who has a current written verification of background screening clearance from DOH.
3. If the program is not located in Utah, the Contractor shall provide direct supervision of all persons with direct access to clients until the applicant receives written verification of background screening clearance through the comparable background screening requirements established by the state or other governmental entity in which the facility/program is located.
4. The Contractor shall not permit an applicant whose background screening has been **denied** to have any further direct access to clients.
5. The background screening applications and clearances required pursuant to this Contract shall be maintained in each applicant's personnel file.
6. The Contractor shall require all individuals with direct access to clients to submit a new background screening application immediately after being charged with any criminal offense and immediately after being substantiated or supported for abuse, neglect or exploitation.

**D. USE OF CLIENT IDENTIFYING INFORMATION AND ELECTRONIC MEDIA**

1. Client identifying information is confidential. The Contractor shall ensure its staff, volunteers, and subcontractors comply with all confidentiality requirements described in this contract.
2. The Contractor shall safeguard and shall not release Client identifying information to any person who is not providing services pursuant to this contract with a need to know, or to any social networking mediums or other public forums except as allowed below.
  - a. If the Client's parents retain parental rights in regards to the Client, the Contractor shall obtain written verification of parental permission from the Case Manager prior to any images or information regarding the Client being used in social networking mediums or other public forums. The Case Manager may provide written permission if the parent's whereabouts are unknown, if contact with the parent cannot be made, or if parents do not retain parental rights.
  - b. If the Client is eighteen years of age or older and has the mental capacity to understand, the Contractor shall also obtain written permission from the Client prior to any images or Client identifying information being used in social networking mediums or other public forums.
  - c. When parental permission is obtained or the decision is made to allow the Contractor to use information or images in a public forum, the images shall only contain the Client's first name and NOT identify the Client as a client of the Contractor or as a DHS Client or a Client in foster or proctor care.

- d. The Contractor may only share general information regarding the Client. No information may be shared that is case specific or that informs other parties of DHS involvement or the Client's treatment issues or history.

## **E. AUTHORIZATION TO PROVIDE SERVICE**

Prior to the Contractor providing services, the PSA shall be completed by the Case Manager and must include the needed service description, rate of pay for each service, units authorized, start date, authorized signature, and the reason for selecting the provider. The Contractor shall:

1. Obtain written authorization from the Case Manager before Client services are provided, in accordance with the Division's PSA process.
2. Not bill for services which have not been authorized in writing on the PSA.
3. Ensure that the PSA is signed by:

For DHS/DJJS

- The Contractor,
- The DHS/DJJS Case Manager,
- The DHS/DJJS Case Manager's Supervisor, and
- The DHS/DJJS Support Service Coordinator (SSC)

For DHS/DCFS

- The Contractor,
- The DHS/DCFS Case Manager,
- The DHS/DCFS Case Manager's Supervisor,
- The DHS/DCFS Contract Monitor, and
- For post-adopt Clients only: the Contractor and DHS/DCFS Case Manager only.

## **F. INCIDENT REPORTING**

For both Divisions, the Contractor shall intervene in emergency, non-emergency or crisis situations involving the Client, and shall provide proper documentation as required by the most current, at the time of the incident, DHS/DJJS Incident Report Reference Guide (<http://www.hspolicy.utah.gov/jjs>, DHS/DJJS Policy Section 5).

Additionally, the Contractor shall:

1. For DHS/DCFS, ensure each facility maintains a list of phone numbers to report after-hour emergencies/crisis incidents.

If the emergency/crisis occurs after business hours, and if the Contractor is unable to contact the Case Manager, supervisor or designated Division contact person, the Contractor shall call the Statewide Child Protective Services (CPS) intake 1-855-323-3237.

2. Immediately report the death of a Client to the local law enforcement AND to the DHS/DJJS program director or DHS/DCFS regional director. If the Client is a DHS/DJJS Client, the Contractor shall speak directly to the DHS/DJJS program director. If the Client is a DHS/DCFS Client, the Contractor shall speak directly to the DHS/DCFS regional director. A voice mail or email message is not sufficient notification.
3. For both Divisions, document all incidents on an incident report form, maintain the original report in the Client's file, and send a copy to the Case Manager within timeframes required by the current DHS/ DJJS Incident Report Reference Guide.
4. Document the date, time and method of notification to DHS/DJJS or DHS/DCFS, including when the incident report was provided to the Division.

## **G. EMERGENCY SAFETY INTERVENTION**

The Contractor shall comply with safety intervention requirements to prevent injury to Clients, staff, and other individuals, and property during a behavioral crisis in which a Client may be aggressive or assaultive.

### **1. Definitions**

For purposes of this section the following definitions apply:

#### **a. Behavioral Intervention:**

The systematic application of validated procedure (antecedent and/or consequence), which has the potential for changing behavior.

#### **b. Behavioral Management Review Committee:**

A committee established by the Contractor to review behavioral intervention policies, procedures, and implementation. The committee shall include a licensed mental health professional and direct care staff.

#### **c. Chemical Restraint:**

PRN medication prescribed by a qualified prescriber used to control the Client's behavior.

#### **d. Passive Physical Restraint:**

Non-violent holding techniques that comply with DHS/DJJS Policy 05-07 <http://hspolicy.utah.gov/files/jjs/>, that restrict a Client's free movement, used solely to prevent a Client from harming any person, animal, or property, or to allow the Client to regain physical or emotional control.

#### **e. Physical/Mechanical Restraint:**

Any manual method or physical or mechanical device, material, or equipment attached or adjacent to the individual's body that the individual cannot remove easily which restricts freedom of movement or normal access to one's body.

**f. Seclusion (i.e., Room Confinement and Isolation):**

Temporary isolation of a Client and to allow the Client to regain physical or emotional control by restricting a Client to a small room with minimal stimulation.

**g. Staff-Directed Time-Out:**

A Client has been instructed by staff to retreat to a quiet room or area for the purpose of allowing the Client to regain physical or emotional control.

2. The Contractor shall have written policy and procedures for emergency safety interventions.
3. Prior to admission to its program, the Contractor shall inform the Client, parent, and Case Manager of all means that may be used to control Client behavior. The information conveyed shall be consistent with practices in the Contractor's program.
4. The Contractor shall only use passive behavioral interventions to control Client behavior in an emergency situation and under the following circumstances:

**a. Danger to Others:**

Physical violence toward others with sufficient force to cause bodily harm,

**b. Danger to Self:**

Self-abuse of sufficient force to cause bodily harm, or

**c. Threatened Abuse:**

Threatened abuse towards others or self that may, with evidence of past threats or actions, result in danger to others or self.

5. The Contractor shall comply with the following limitations on the use of all passive behavioral interventions.

Passive behavioral interventions shall be used only by staff that have completed training on the policy, procedures and implementation of all passive behavioral interventions that may be utilized. Training shall include:

- a. Needs and behaviors of the population served,
- b. Relationship building,
- c. Alternatives to restraint and seclusion,
- d. De-escalation methods,
- e. Avoiding power struggles,

- f. Thresholds for restraints,
  - g. The physiological and psychological impact of restraint and seclusion,
  - h. Monitoring,
  - i. Physical signs of distress and obtaining medical assistance,
  - j. Legal issues,
  - k. Positional asphyxia,
  - l. Escape and evasion techniques,
  - m. Time limits,
  - n. The process for obtaining approval for continued restraints,
  - o. Procedures to address problematic restraints,
  - p. Documentation,
  - q. Processing with Clients,
  - r. Follow-up with staff, and
  - s. Investigation of injuries and complaints.
6. Passive behavioral interventions shall:
- a. Only be used after less intrusive interventions have been determined to be ineffective.
  - b. Not be used in a manner that causes undue physical discomfort, harm or pain to the Client. Interventions that use painful stimuli are prohibited.
  - c. Be continued only as long as the Client presents a danger to self or others.
  - d. Not be employed as punishment, for the convenience of staff, or as a substitute for programming.
  - e. Clients or other unauthorized individuals shall not be used to implement or assist with any behavioral intervention involving a Client.
7. The Contractor shall comply with the following limitations on the use of specific behavioral interventions.
- a. **Staff-Directed Time Out:**

Staff directed time-out shall be a primary intervention used by a Contractor when addressing behavioral issues. Application of time-out includes:

- (1) A Client in time-out must never be physically prevented from leaving the time out area,
- (2) Time-out may take place away from the area of activity or from other Clients, such as in the Client's room, or in the area of activity or other Clients, and
- (3) Staff must monitor the Client while he or she is in time-out.

**b. Seclusion:**

The use of seclusion is prohibited.

**c. Mechanical or Chemical Restraints:**

The use of mechanical and chemical restraints is prohibited.

8. When any behavioral intervention results in physical injury to any person, the Division shall be notified within one hour.

9. Notification of Emergency Behavioral Intervention:

The Contractor shall:

- a. Notify the Case Manager within 24 hours after the initiation of each emergency safety intervention.
- b. Document in the Client's record that the Division has been notified of the emergency safety intervention, including the date and time of notification, the name of the Division staff receiving the notification, and the name of the Contractor's staff person providing the notification.
- c. Within one hour after the use of a behavioral intervention, the staff person who implemented the procedure shall complete a written incident report as required by the most current DHS/DJJS Incident Report Reference Guide. The report should be reviewed and approved or acted upon by the Contractor's program director or designee. A copy of the report shall be sent to the Case Manager within 24 hours of the incident. The report shall contain, at a minimum, the following information:
  - (1) Description of the intervention employed, including beginning and ending times;
  - (2) Description of the Client's behavior necessitating the use of the intervention;
  - (3) Description of any less intrusive interventions used to resolve the behavioral crisis;
  - (4) Why the procedure was judged necessary;

- (5) Assessment of the likelihood the behavior necessitating the intervention shall reoccur; and
- (6) Description of any injury to any person, animal, or property.

10. Post Intervention Debriefings:

Within 72 hours after a behavioral intervention, the Contractor shall ensure the following occurs:

- a. Staff involved in the intervention, the Client and, if available the Case Manager shall have a face-to-face discussion. This discussion shall include all staff involved in the intervention except when the presence of a particular staff person may jeopardize the well-being of the Client. Other staff and the Client's parent(s) may participate in the discussion when it is deemed appropriate by DHS or the Contractor. The Contractor shall provide both the Client and staff the opportunity to discuss the circumstances resulting in the use of emergency safety interventions and strategies to be used by the staff, the Client, or others that could prevent the future use of a behavioral intervention. The Contractor shall apply trauma informed approach when processing information with the Client.
- b. A debriefing session to include all staff involved in the intervention, and appropriate supervisory and administrative staff, shall include, at a minimum, a review and discussion of:
  - (1) The emergency safety situation that required the intervention, including a discussion of the precipitating factors that led up to the intervention.
  - (2) Alternative techniques that might have prevented the intervention.
  - (3) The outcome of the intervention, including any injuries that may have resulted from the intervention.

11. The Contractor shall ensure the Behavioral Management Review Committee convenes as follows:

- a. When behavioral intervention procedures are used two times within 30 days, the Contractor shall convene the Committee within five days of the second incident. The Case Manager and Contract Monitor(s) shall be invited to attend the meeting.
- b. When any behavioral intervention results in physical injury to the Client or staff, the Contractor shall convene the Committee within five days. The Case Manager and contract monitor shall be invited to attend the meeting.
- c. Upon request of the Case Manager or contract monitors.

12. Behavioral Management Review Committee response requirements:

- a. Develop a written program of positive reinforcement addressing competing positive behaviors or alternatives.



- b. Develop specific written protocols for the restrictive intervention.
- c. Identify antecedents and vulnerability factors that contribute to the behavior.
- d. Apply trauma informed approaches to understand the Client's behavior.

## **H. PROHIBITED THERAPY TECHNIQUES**

The following are not allowed under any circumstances:

- 1. Services where the therapist or others use coercive techniques (e.g., coercive physical restraints, including interference with bodily functions such as vision, breathing, and movement, or noxious stimulation) to evoke an emotional response in the Client such as rage or to cause the Client to undergo a rebirth experience. Coercive techniques are sometimes also referred to as holding therapy, rage therapy, rage reduction therapy, or rebirthing therapy.
- 2. Services wherein the therapist instructs and directs parents, proctor parents, or others in the use of coercive techniques that are to be used with the Client.

## **I. CHILD PROTECTIVE SERVICES (CPS) INVESTIGATIONS**

The Contractor shall:

- 1. Follow mandatory reporting laws when child abuse or neglect, as defined in Utah Code 78A-6-105(1), is suspected.
- 2. Require all staff, volunteers, and subcontractors to cooperate with investigators conducting the CPS investigation when an allegation of child abuse or neglect is made against the Contractor or any of the Contractor's staff, volunteers or subcontractors.
- 3. If the Contractor reported or is otherwise aware that an allegation of child abuse or neglect has been made against the Contractor or any of the Contractor's staff, volunteers or subcontractors, the Contractor shall suspend further placements in the facility until the CPS investigation is completed and a determination made regarding to the allegation. The Contractor shall comply with the determination made by the Division in regards to current Client placement and other safety provisions.
- 4. Keep knowledge of a CPS investigation confidential.
- 5. If the Contractor is aware that an allegation of child abuse or neglect has been supported against the Contractor or any of the Contractor's staff, volunteers or subcontractors, the Contractor shall send a written notification within one business day to DHS/OL. The Contractor shall comply with the determination made by the Division in regards to current Client placement and other safety provisions.

## **J. ABUSE AND HARASSMENT PREVENTION, INCLUDING BUT NOT LIMITED TO PHYSICAL, EMOTIONAL, AND SEXUAL ABUSE AND HARASSMENT**

### **1. Contractor Policy Requirements**

- a. The Contractor shall have, implement and enforce a written policy mandating zero tolerance toward all forms of abuse and harassment and outlining the Contractor's approach to preventing and responding to such conduct.
- b. The Contractor shall implement and enforce a written policy prohibiting staff, volunteers and subcontractors from revealing any information related to an abuse or neglect report to anyone except as necessary to provide for treatment for the alleged victim and as required for the CPS or law enforcement investigation.

## **2. Client Education**

The Contractor shall:

- a. During the intake process, ensure the Client receives information explaining, in an age appropriate fashion, a zero tolerance policy regarding abuse and harassment and how to report incidents or suspicions of abuse or harassment. The Contractor shall explain the Client's rights to be free from abuse and harassment and to be free from retaliation for reporting such incidents, and the Contractor's policies and procedures for responding to such incidents.
- b. Provide Client education in formats accessible to all Clients.
- c. Maintain documentation of Client participation in these education sessions.
- d. In addition to providing such education, ensure that key information is continuously and readily available or visible to Clients.

## **3. Client Reporting**

The Contractor shall:

- a. Provide multiple internal ways for Clients to privately report abuse and harassment, retaliation by other Clients or staff for reporting abuse and harassment, and staff neglect or violation of responsibilities that may have contributed to such incidents.
- b. Ensure the Contractor's staff accepts reports made verbally, in writing, anonymously, and from third parties and shall promptly document any verbal reports.
- c. Provide Clients with access to tools necessary to make a written report.
- d. Provide a method for staff to privately report abuse and harassment of Clients.

## **4. Contractor Reporting Duties**

The Contractor shall:

- a. Require all staff to report immediately any knowledge, suspicion, or information they receive regarding an alleged incident of abuse or harassment.

- b. Require all staff, volunteers and subcontractors to comply with mandatory child abuse reporting laws.
- c. For both Divisions, ensure staff complies with the most current DHS/DJJS Incident Report Reference Guide when reporting incidents or allegations of abuse or harassment.

## **K. TRAINING REQUIREMENTS**

The Contractor shall ensure that all of the following training requirements are met:

### **1. All staff, volunteers, and mental health providers**

All staff, volunteers, and mental health providers are trained and receive at a minimum two hours of training on the following topics within the first week of employment and prior to working with Clients. The Contractor shall obtain employee signature or electronic verification that employees understand the training they have received:

- a. Orientation to requirements of this Contract.
- b. The Contractor's Program Manual.
- c. Review and sign the DHS Provider Code of Conduct.
- d. Orientation to DHS/DCFS UFACET and DHS/DCFS Levels of Care.
- e. Orientation to the What Works Principles and evidence-based practices in Juvenile Justice, using the Utah Case Planning Toolkit: Abbreviated Edition located at [http://www.utcourts.gov/courts/juv/ebp/docs/Case\\_Planning\\_Toolkit\\_Abbreviated\\_Edition.pdf](http://www.utcourts.gov/courts/juv/ebp/docs/Case_Planning_Toolkit_Abbreviated_Edition.pdf).
- f. The Contractor's emergency management and business continuity plan, including emergency response and evacuation procedures.
- g. Abuse and Harassment training, including but not limited to physical, emotional, and sexual abuse and harassment, for all staff coming in contact with Clients that includes the following:
  - (1) A zero-tolerance policy for abuse and harassment,
  - (2) How to comply with Contractor's abuse and harassment prevention and response policy and procedures,
  - (3) A Client's right to be free from abuse and harassment,
  - (4) The right of Clients and employees to be free from retaliation for reporting abuse and harassment,
  - (5) How to detect and respond to signs of threatened and actual abuse,
  - (6) How to avoid inappropriate relationships with Clients,

- (7) How to comply with laws related to mandatory reporting of abuse to outside authorities,
- (8) Laws regarding unlawful sexual activity with a minor.

## **2. Volunteers**

- a. The Contractor shall provide volunteers with direct supervision unless the volunteer has received the training listed in paragraph 1. of this section.
- b. In addition to the training listed in paragraph 1. of this section, the level and type of additional training provided to volunteers shall be based on the services the Contractor provides and level of contact they have with Clients.
- c. The Contractor shall maintain documentation confirming that volunteers have received and agree to comply with the training they have received.

## **3. Direct care staff and volunteers – First 60 days of employment**

In addition to the above training, all non-clinical direct care staff shall receive an additional 32 hours of training covering all of the subjects listed below. Until these training requirements are met, direct care staff shall not provide direct care, or supervision, of Client(s) unless staff are supervised by a direct care staff member who has met all of the training requirements contained in this SECTION K, and who is on duty and in the presence of the Client(s). Mentoring staff shall not provide direct care or supervision of Client(s) until all training requirements are completed.

Non-clinical direct care staff may receive credit for prior training on an hour-for-hour basis provided there is written documentation of training content, where, when, and who provided the training, that the training was in the following areas and was received within a period of two years prior to employment with the Contractor.

- a. Training provided by DHS/DCFS on the DCFS Practice Model for Providers and use of the principles and skills to work with the members of the Child and Family Team including the parents and the Client.
- b. Training on the What Works Principles and evidence-based practices in Juvenile Justice, using the Utah Case Planning Toolkit: Extended Edition located at [http://www.utcourts.gov/courts/juv/ebp/docs/Case\\_Planning\\_Toolkit\\_Extended\\_Edition.pdf](http://www.utcourts.gov/courts/juv/ebp/docs/Case_Planning_Toolkit_Extended_Edition.pdf).
- c. Basic child/adolescent development and normal behavior.
- d. How child abuse, neglect, and unstable family dynamics affect normal child development, including how to recognize indicators of abuse and neglect.
- e. Trauma informed approach, separation, grief, and loss, including:
  - (1) How trauma impacts both behavioral and mental health issues,

- (2) How separation from family or permanent caregivers affects the Client,
  - (3) How to assist the Client in handling feelings of sadness, loss, anxiety, and anger,
  - (4) The benefits of including the Client's family in the provision of care services and continuing visitation and contact,
  - (5) The negative impact of multiple placements, and
  - (6) The importance of effective transition plan(s) between placements or when terminating treatment.
- f. Cultural sensitivity in regards to recognizing each Client's cultural roots as well as the difference between race, ethnicity, and gender.
- g. Practice guidelines found at DHS/DCFS website on Lesbian Gay Bisexual Transgender Questioning (LGBTQ), to be used for both Divisions.
- h. Behavior management including role play, positive reinforcement, de-escalation and skill building.
- i. Discipline methods including natural and logical consequences, specialized skill training in aggression management, and the prohibition of physical punishment of Clients.
- j. Requirements in regards to health care including medical, dental, and mental health appointments, medication management procedures, and documentation.
- k. First-Aid and Cardiopulmonary Resuscitation (CPR) certification.
- l. The current DHS/DJJS Incident Report Reference Guide (<http://www.hspolicy.utah.gov/jjs>, DHS/DJJS Policy Section 5) to be used for both Divisions.
- m. Suicide prevention which must include identification of warning signs and risk factors, observing and monitoring suicidal and self-harming Clients and coordinating with the Contractor's mental health professional(s) to determine necessary treatment and safety plans.
- n. Gang education training that includes components on gang activity slang, tagging, dressing down, names and alliances, colors, signs, and graffiti.
- o. Emergency/Crisis Incidents: As described in this Contract.
- p. Emergency Safety Intervention: As described in this Contract.
- q. Training in gender specific risks, programming, and issues for adolescents to include, at a minimum:
  - (1) Adolescent gender-specific development and health issues, and

- (2) Gender-specific responsivity issues.
- r. Programs serving Clients who are victims of sexual abuse, or sexual offenders, shall provide pre-service training to address sexual abuse victim/sexual offender specific related training to include, at a minimum:
  - (1) Behavioral characteristics of sexual abuse victims and Clients with sexual behaviors,
  - (2) Family dynamics,
  - (3) Supervision needs of Clients with sexual behaviors,
  - (4) Specific training shall be required for programs treating sexual offenders, and
  - (5) Training on NOJOS levels and continuum.
- s. Programs serving Clients who are substance dependent, or substance abusing, shall provide pre-service training to address substance dependency and abuse.
- t. Programs serving Clients with specific mental health diagnoses of FASD, TBI and ASD, shall provide pre service training to address and include, at a minimum:
  - (1) The need for individualized treatment planning,
  - (2) The organic nature of these diagnoses,
  - (3) Behaviors that are specific to these populations, and
  - (4) Programming shall be focused on structure and repetition to replace insight-based interventions.
- u. Programs serving Clients with specific mental health diagnoses shall provide pre-service training to include, at a minimum:
  - (1) How to understand the Clients' mental health diagnoses and appropriately interact,
  - (2) Use and effects of psychopharmacology, and
  - (3) Appropriate interaction with Clients based on their diagnoses.
- v. Programs serving Clients with specific behavioral disorders shall provide pre-service training to include how to carry out interventions.
- w. Programs that provide care to Clients in both residential treatment programs and proctor homes shall train proctor parents and where possible, permanent family (including biological, kinship and/or adoptive family) in the same model of

intervention as residential treatment program staff to facilitate a more effective continuum of care.

- x. Training that addresses the individual needs of a specific Client, such as how to care for a specific health care, behavioral, or developmental need.

**4. Non-clinical direct care staff for DHS/DJJS contract – First 12 months of employment**

In addition to the initial two hours, and subsequent 32 hours of training, all direct care staff (non-clinical) shall receive 12 hours of additional training based on the Contractor's program and the Contractor's evaluation of individual direct care staff training needs.

**5. Non-clinical direct care staff for DHS/DCFS contract – First 12 months of employment**

In addition to the initial two hours and subsequent 32 hours of training, all direct care staff (non-clinical) shall receive 12 hours of additional training consisting of:

- (1) Practice Model Provider Training provided by DHS/DCFS, and
- (2) Training based on the Contractor's program and the Contractor's evaluation of individual direct care staff training needs.

**6. Existing Non-clinical direct care staff**

The Contractor shall ensure that all staff hired prior to this Contract shall complete, or have completed, the above trainings, no later than 60 days after the effective date of this Contract.

**7. Non-clinical direct care staff – Annual training**

After the first year and annually thereafter, all direct care (non-clinical) shall receive an additional 20 hours of training in the subjects listed below:

- a. Review of requirements of Division contracts (DHS/DJJS and/or DHS/DCFS),
- b. Review "Use of Confidential Information" section of contract,
- c. Review and sign the DHS Provider Code of Conduct,
- d. Emergency management and business continuity, including emergency response and evacuation procedures,
- e. Review medication management procedures, including documentation,
- f. Maintenance of CPR and First-Aid certifications,
- g. Review emergency/crisis incidents, emergency safety intervention, and the most current DHS/DJJS Incident Report Reference Guide, and

- h. Other training as needed based on the Contractor's program and the Contractor's evaluation of individual direct care staff training needs.

**8. Assessments for all training**

Develop and implement a method to assess and measure the staff's competency and understanding of the information and materials presented in each training session. The following are examples of types of measurements that may be used:

- a. Pre- and Post-Testing, and
- b. Written summary of training content.

**9. Documentation for all training shall include**

- a. Training title as listed in this Contract and brief description of course content,
- b. Date training completed,
- c. Time and Duration of training course,
- d. Instructor name and qualifications that relate to the subject matter,
- e. Signatures of employees who completed the training, and
- f. Documentation of each employee's competency in the training.

**10. On-site staff, as specified in Part 2.Section II.B.11. – First 12 months of employment**

In addition to other training requirements in the Contract, all designated on-site staff, as specified in Part 2.Section II.B.11. shall be trained on how to use and apply reasonable and prudent parent standards as required under Section 471(a)(10)(B) of the Social Security Act and Section 8.3A.8a and Section 8.3A.8c of the Child Welfare Policy Manual. This training shall be completed either through DHS/DCFS or, with prior written approval by the DHS/DCFS Program Administrator, through another organization that trains on how to use and apply the reasonable and prudent parent standard in the same manner as prospective foster parents are trained.

**L. TRANSPORTATION**

**1. Routine Transportation**

The Contractor shall provide routine transportation for the Client. Routine transportation includes, but is not limited to, transportation to: medical, dental, and other appointments; family visits; school and school events; extracurricular activities; community service; Team Meetings; normal case activities; and court hearings. Costs for transporting Clients 60 miles or less per round trip are part of care and supervision and shall not be reimbursed separately.

**2. Extended Transportation**



The Contractor shall:

- a. When transporting a Client more than 60 miles round trip for family visits, court hearings or reviews, or health services, receive mileage reimbursement according to the mileage rate in the DHS Rate Table.
- b. Obtain prior written approval from the Case Manager for transportation of the Client more than 60 miles round trip for any other purposes other than those listed in the previous paragraph. If the Contractor fails to obtain prior written approval from the Case Manager, the Contractor shall forfeit its claim to reimbursement.
- c. Be entitled to a single reimbursement per trip regardless of the number of Clients transported. When the Contractor is required to transport Clients only one way of an otherwise reimbursable round trip, the Contractor shall be entitled to reimbursement for the full round trip.
- d. Submit all requests for mileage reimbursement on a One-Time Payment Form within 90 days of the trip for which reimbursement is sought, and no later than 15 days after the end of the fiscal year. If the Contractor fails to request mileage reimbursement within this time frame, the Contractor shall forfeit its claim to reimbursement.
- e. Discuss with the Case Manager and have approved by the Team when extended transportation arrangements are needed.

### **SECTION III. PROGRAM REQUIREMENTS**

#### **A. PROGRAM MANUAL**

The Contractor shall implement and utilize a Program Manual specific to the program model to direct and structure interventions and services. The Program Manual shall include:

1. **Program Philosophy & Model:** A section explaining the program philosophy, approach, and a detailed guide to the program interventions. For DHS/DJJS Clients, include how the “What Works” Principles are integrated throughout the model.
2. **Program Development:** A section on how the program model was developed and the evidence-based practices relied upon in the creation of the program. If the program is a certified program also include documentation on the Contractor’s certification on the program. If the program is based on a certified program but not certified, also include a description of how the Contractor is able to use the program correctly without the certification.
3. **Admission Criteria:** An admission criteria section identifying the needs and characteristics of clients who would be appropriately served by the program based on Client assessments and targets. When the program is addressing delinquency, the PRA/PSRA risk level of Clients who are appropriate and eligible for the program and Priority Risk Factors and Targeted Treatment Needs must be specified. When the program is addressing child welfare, the program’s targeted treatment and risk factors should be identified and identify Clients who are appropriate for the program. The

admission criteria should also identify Clients who would not be appropriate or eligible for the program.

4. **Individualized Treatment Planning:** A section outlining how the specified Division assessment(s) results and Client needs will be incorporated into the individualized treatment approach for each Client and their family in the program.
5. **Program Intensity & Length of Stay:** A section outlining the program intensity and length of stay standards in the program based on risk level, Priority Risk Factors and Targeted Treatment Needs, and responsivity factors.
6. **Program Interventions:** A detailed section outlining the overall type and structure of treatment and interventions that will be provided, the services that will be delivered, and the approaches that will be used at each stage of the program. This section should include how the program will collaborate with the Case Managers and participate in and coordinate with the Child and Family Team Meetings.
7. **Rewards & Consequences:** A section outlining the use of rewards and consequences within the program and a list of rewards and consequences that will be utilized by the program.
8. **Fidelity:** A section showing how fidelity to the Program Model and treatment models will be maintained and how quality assurance processes will be applied and incorporated by the program.
9. **Measurement of Progress:** A section outlining how progress in treatment and programing will be measured and explaining how the program improves Client outcomes and reduces Priority Risk Factors and Targeted Treatment Needs.
10. **Completion Criteria:** A section defining what factors constitute successful program completion by clients and families and what skills the clients and families should have acquired through participation in the program. The Contractor shall measure successful completion based on the acquisition of skills that reduce Priority Risk Factors and Targeted Treatment Needs. The Contractor shall use a measurement of pre and post Client skill level.
11. **Transition Planning & Aftercare:** A section outlining how transition planning and aftercare planning will begin at entry into the program and continue to be incorporated throughout the duration of the residential program and during aftercare.

## **B. PROGRAM REQUIREMENTS**

### **1. General Program Requirements**

The Contractor shall:

- a. Implement and utilize an evidence-based program according to each Client population.
- b. Maintain certification, if utilizing a certified program, to ensure fidelity to the model over time.

- c. Ensure the program environment provides safety for all Clients, including LGBTQ Clients, as described in the DHS/DCFS Practice Guidelines 300.5 “Safety For Lesbian, Gay Bisexual, Transgender, And Questioning (LGBTQ) Youth” which can be found at <http://hspolicy.utah.gov/files/dcf/DCFS%20Practice%20Guidelines/300-%20Out-of-Home%20Services.pdf>. Section 300.5.D.” Expectations for Out-of-Home Placement” refers to placements in foster care and homes, but this section shall also apply to Clients placed in residential treatment programs.
- d. Specific for DHS/DCFS Clients: The Contractor shall utilize the DCFS Practice Model for Providers and use the principles and skills to work with the members of the Child and Family Team including the parents and the Client.
  - (1) Engaging - To effectively establish a relationship with Clients, parents, and individuals that work together to help meet a child or family’s needs.
  - (2) Teaming- To use a group of people chosen by the Client and family as well as professionals in order to supply needed support, services and resources that help resolve critical child and family welfare related issues.
  - (3) Assessing – Identifying the strengths and needs of the Client and family that affect safety, permanency, and wellbeing of the Client, their willingness and capacity to achieve goals and seek resources, and the availability of formal and informal supports.
  - (4) Planning -Identify and designing incremental steps that move Clients and families from where they are to a better level of functioning.
  - (5) Intervening- Interceding with actions that decrease risk, provide for safety, promote permanence, and establish well-being.
- e. Support the Client’s permanency goal or another planned permanent living arrangement. If the Client cannot return to family, include adoptive or guardianship family in all communication and treatment.

## **2. Assessment Requirements**

The Contractor shall:

- a. Use the Divisions’ assessments and other validated assessments to identify and focus on the specific needs that are the primary causes of Client’s problematic and/or delinquent behavior, as the primary basis for developing treatment plans for Clients and matching them with appropriate services.
- b. Ensure the assessment includes trauma history and fetal drug/alcohol exposure, and incorporate appropriate modalities.
- c. Use trauma informed approach based on an understanding of the vulnerabilities or triggers of trauma survivors that traditional service delivery approaches may exacerbate or re-traumatize.

## **3. Treatment Planning**

The Contractor shall:

- a. Incorporate and utilize the results of the Divisions' assessments in the treatment plan.
  - (1) For DHS/DJJS, the Contractor shall create a treatment plan that aligns with the NASP and program interventions shall focus on the client's Priority Risk Factors.
  - (2) For DHS/DCFS, the Contractor shall incorporate the Client's needs assessed from the UFACET and identified Targeted Treatment Needs.
- b. At the initial team meeting, establish and document with the approval of the Case Manager the expected type and units of treatment, and the expected length of stay.
- c. Obtain written authorization from the Case Manager prior to providing services or increasing services for a Client in accordance with the Divisions' PSA process.
- d. Apply the What Works Principles in the program.

#### **4. Treatment Delivery**

The Contractor shall:

- a. Include the Client's family in Client's treatment from inception to assure the family fully understands, implements and supports the Client's treatment objectives as the Client engages in parent-time and transitions to a family setting.
- b. Implement and utilize an evidence-based treatment identified to be appropriate for the diagnosis, problem behaviors or Client Priority Risk Factors and Targeted Treatment Needs.
- c. Document the Client's treatment intensity and duration in the Client's file as identified in the Child and Family Team Meeting.
- d. Incorporate the Client's individual Targeted Treatment Needs, Priority Risk Factors and Targeted Treatment Needs and treatment goals as identified on the Client's Division assessment into the treatment plan. Treatment goals shall be specific, measurable, attainable, realistic and timely. As part of the treatment plan, treatment goals must be approved by the Case Manager with Child and Family Team input.
- e. Provide mental health services for each Client based on the Client's individual mental health needs as prescribed by a qualified mental health provider and with prior written approval of the Case Manager.
- f. Attempt to stabilize the placement through adjusting treatment and wrap services based on the Client's variable needs before the Contractor makes a request to the Division to change a Client's placement.

- g. Utilize Motivational Interviewing and trauma informed approaches to address responsivity factors of the Clients and incorporate the Client's progress on the Stages of Change.
- h. Use a system of rewards and consequences that emphasizes positive reinforcement.
- i. Teach and practice the following skills acquisition model with Clients:
  - (1) Defining the identified skill using concrete steps;
  - (2) Identifying the relevancy of the skill to each Client's treatment goals;
  - (3) Having the facilitator model the identified skill;
  - (4) Having the Client practice and role play the skill;
  - (5) Providing specific reinforcement or corrective feedback about the Client's skill demonstration;
  - (6) Assigning homework in the form of practice multiple times a day;
  - (7) Increasing the Client's skill development with more difficult and realistic situations; and
  - (8) Reinforce use of skills using rewards and consequences.
- j. Implement and utilize a clear intervention model that drives all assessment, interventions and treatment targets and show how all program activities improve Client's functioning to allow him or her to live safely with a family in the community and reduce Priority Risk Factors and Targeted Treatment Needs.
- k. Provide daily programming and wrap services that are individualized for each Client's needs to enable the Client to safely and appropriately function in community settings and return home or transition to another permanent living arrangement.
- l. Document in writing monthly the Client's progress on treatment goals and progress on addressing the Priority Risk Factors and Targeted Treatment Needs. The contractor shall provide this information to the case manager monthly and shall retain a copy for the Client's file. The contractor shall follow the procedures outlined in the Program Manual to measure and document progress.

## **5. Transition Planning**

The Contractor shall:

- a. Coordinate with the Case Manager to initiate transition planning for a Client at the time of admission, and continue transition planning throughout placement to help the Client:
  - (1) And their family prepare for the Client's return home,

- (2) Move to another treatment program or proctor/foster placement, or
- (3) Transition to an independent living arrangement.
- b. Work and coordinate with a Client's family with which reunification, adoption or permanent guardianship is a goal, unless it will negatively impact the Client. Assist the Client and family in obtaining community resources. Coordinate treatment with direct care staff in reinforcing treatment during day to day activities.
- c. Assist the Client in building support systems outside of the program, including family and community members that can be used to increase prosocial relationships and activities and provide support needed for successful after care.
- d. Develop a written transition and aftercare plan for the Client within the first 30 days of program entry and updated at each Child and Family Team Meeting.

## **6. Fidelity**

The Contractor shall:

- a. Maintain a working internal quality assurance process for their program that includes, at a minimum, the following elements:
  - (1) An interdisciplinary committee that evaluates all aspects of the Contractor's organization as well as the quality of services delivered to ensure continuous quality improvement.
  - (2) An interdisciplinary committee that meets at least quarterly and has the authority to make needed changes or to report its recommendations directly to the Contractor's executive director.
  - (3) A systematic data collection of service performance and Client results and a systematic process to evaluate the data and results. This may include Client satisfaction surveys.
  - (4) A process to implement changes as a result of the quality assurance data analysis, recommendations of the quality assurance committee, or recommendations of the Division based on program or contract audits or reviews.
  - (5) A process to ensure fidelity in the Contractor's program.
- b. Ensure fidelity to the program model and Program Manual and shall participate in the program improvement and quality assurance process.
- c. Establish an internal quality assurance committee and internal quality assurance processes for making program improvements based on quality assurance efforts conducted by the program, the Division, or the Division's designee. The internal quality assurance board shall work directly with the Division or the Division's

designee to address program improvement suggestions, requirements, or corrective action plans.

- d. Measure and document fidelity to the Program Manual, program model, and treatment model on an ongoing basis for all program interventions. The internal quality assurance committee shall review the program's adherence on these measures quarterly and document this process in writing.
- e. Provide to the internal quality assurance committee an annual report outlining the level of fidelity to the model exhibited by staff members and the means of measuring the level of fidelity. The internal quality assurance committee shall review these measures annually and document this process in writing.
- f. Measure treatment progress via a formal method. Use a formalized and written method to measure progress related to Priority Risk Factors and Targeted Treatment Needs. The internal quality assurance committee shall review these measures quarterly and document this process in writing.
- g. Measure and report to the Division quarterly the number of Clients successfully and unsuccessfully completing the program, and the number of Clients showing improvement on the Priority Risk Factors and Targeted Treatment Needs. The internal quality assurance committee shall review these measures quarterly and document this process in writing.
- h. Participate in the program improvement process conducted by the Division or the Division's designee(s). This may include but is not limited to, participation in and compliance with audits, evaluations, and the Child Welfare Program Assessment (CWPA) and Correctional Program Checklist (CPC) assessments. The Contractor shall participate fully in the Division's evaluation and program improvement process and the contractor shall make all corrective actions mandated by the Division to comply with contract requirements within the timeframes specified by the Division. The Division may terminate the contract if the contractor does not submit a corrective action plan or does not implement the corrective action plan within the timeframe outlined by the Division.

#### **SECTION IV. CARE AND SUPERVISION**

##### **A. CARE AND SUPERVISION GENERAL REQUIREMENTS**

The Contractor shall:

- 1. Provide 24 hour per day room, board, and supervision in a safe and nurturing environment, including care normally provided by a parent such as general guidance, behavior management, routine transportation, and assisting the Client to develop skills appropriate to the Client's age and development.
- 2. Ensure the care and supervision is provided in conjunction with health care, mental health treatment, education, and other supports designed to improve the Client's condition or prevent further regression.

##### **B. PLACEMENT REQUIREMENTS**

## **1. Decision to Place:**

Prior to initiation of services, the referring Division shall make a determination of placement level/category based upon the Division's assessment and placement selection process. The Case Manager or other Division designee will initiate a referral for placement to the Contractor.

The contractor shall follow the admission criteria outlined in the Program Manual. The Contractor shall provide written documentation that the Client was screened prior to placement in the program using the Divisions' assessments and other validated assessments. The Contractor shall not admit Clients who do not meet the admission criteria unless the contractor has written prior permission from the Case Manager or Division designee or if admission is ordered by a judge.

The Contractor shall:

- a. Prior to making a determination of the Client's appropriateness for placement in its program, obtain from the Division, at a minimum, the following written information:
  - (1) Client's name;
  - (2) Case #;
  - (3) Age;
  - (4) Gender;
  - (5) Name and contact information of the Case Manager;
  - (6) Client's current placement;
  - (7) Summary of Client's available mental health, medical and behavioral issues;
  - (8) Type and intensity of Client's supervision, as determined and agreed upon by the Child and Family Team as deemed appropriate for the Client's needs;
  - (9) Reason for placement;
  - (10) Risk Level;
  - (11) For DHS/DCFS Clients, a copy of the OH20 approving the Client for placement in the requested level of care;
  - (12) DHS/DJJS Court Ordered Affidavit for custody or DHS/DCFS Shelter/Foster Placement Verification and Medical Authorization Letter;
  - (13) Current assessment information;



- (14) Client's offense history;
  - (15) Summary of the Client's behavior and individual treatment needs, as identified through the Division's assessment process;
  - (16) Summary of prior placements/services;
  - (17) Most recent available health records such as name and address of Client's health providers, medical, dental, and vision reports, immunization records, and medications;
  - (18) Most recent available mental health evaluations, psychiatric evaluations, and psychological evaluations; and
  - (19) Current education records such as name and address of school most recently attended, transcript, and Individualized Education Program (IEP), if applicable, if the Division has these records at the time.
- b. Make a determination of the Client's appropriateness for placement in its program within 14 days of obtaining the Division referral information as outlined above. The Contractor shall provide written justification to the requesting Case Manager or Division designee if a Contractor denies acceptance of referred Client and shall immediately return or destroy the Client information.
  - c. If the Contractor accepts the referred Client, obtain a PSA (completed and signed by the Case Manager, the Contractor, and others as designated by the referring Division office). The Contractor shall return a signed copy of the PSA to the designated Division staff within two business days of the Client's admission to the program. The Contractor shall retain a copy of the PSA in the Client file.
  - d. Maintain a daily roster of Clients in its program. The roster shall include the name, age, risk level, date of admission, and/or discharge of each Client, and whether each Client has been stepped down from a higher level of care, moved from a previous placement, or is an initial placement in Division custody.

## **2. Client Information Provided for Placement**

- a. Within five business days of placement, or as soon as available to the Division, the Contractor shall obtain from the Case Manager copies of essential records from the Client's file including:
  - (1) Client identifying information: Copy of Social Security card and birth certificate;
  - (2) Current education records such as name and address of school most recently attended, transcript, and IEP, if applicable;
  - (3) Insurance/Medicaid card;

- (4) Consent form from the Division authorizing Contractor to obtain medical/dental care for the Client;
  - (5) List of people approved to contact/visit the Client; and
  - (6) Upcoming scheduled appointments such as court or medical.
- b. If the Contractor does not receive this information within five business days, the Contractor shall contact the Case Manager. If this does not resolve the problem, the Contractor shall contact the Case Manager's supervisor for resolution.

### **3. Change of Placement Notification and Approval**

The Contractor shall not remove a Client from a placement or change the placement prior to complying with the following:

- a. A minimum of ten days prior to the Contractor removing a Client from a placement, the Contractor shall send documentation to the Case Manager that contains the following information:
  - (1) The Client's name;
  - (2) The name of the proposed new placement;
  - (3) The address and phone number of the proposed new placement;
  - (4) The date of the placement change; and
  - (5) The reason for the change in placement, including any incident reports, if applicable.
- b. When there is a need to remove a Client from a placement due to an unforeseen emergency, the Contractor shall immediately notify the Case Manager and provide the information in Subsection 3.a. and comply with the Case Manager's instructions. If the Case Manager is not immediately available, the Contractor shall contact the supervisor or Division designee.
- c. The Contractor shall obtain written approval from the Case Manager to remove or change a Client's placement. For DHS/DJJS, the written approval shall be done on a PSA.

## **C. CLIENT PERSONAL NEEDS ALLOWANCE AND PERSONAL BELONGINGS**

### **1. Client Personal Needs Allowance**

- a. The daily rate includes an allowance for the Client's personal needs, as specified in SECTION VI. A. 2. c. Personal needs includes clothing and items such as personal hygiene supplies, cosmetics, hair care, allowance, and leisure expenses such as reading materials, admission fees, or hobbies.

- b. The Contractor shall expend the minimum amount listed in SECTION VI. A. 2.
- c. for clothing for the Client per month from the personal needs allowance portion of the daily rate. The amount required for clothing shall be prorated when the Client is in placement only a portion of the month. Funds may be carried over no more than three months into a subsequent month for purchase of higher priced items. The Contractor shall maintain receipts for clothing purchases.
- c. The Contractor shall maintain records documenting disbursements and expenditures for each Client using a spreadsheet obtained from the Division's Contract Monitors.
- d. The Contractor shall have Client sign the monthly ledger, all receipts and that they have received the personal needs funds for the intended purpose. The Contractor shall have the Case Manager sign on the Client's behalf if the Client is not of sufficient age or able to sign.
- e. The Contractor shall ensure the person that tracks and oversees how the personal needs funds are expended on behalf of each Client is not the same person that reconciles the Client accounts.
- f. The personal needs allowance may not be used to reimburse the Contractor for damage caused by the Client.
- g. Within 30 days of the Client's discharge from the Contractor's program, the Contractor shall reconcile the Client's personal needs account. The Contractor shall reimburse the Division by check for remaining personal needs funds for each Client. For DHS/DJJS, a separate check shall be in each Client's name and amount of reimbursement and shall be submitted with the Contractor's monthly billings. For DHS/DCFS, a separate check shall be made payable to DHS/DCFS and specify the Client's name and amount of reimbursement and shall be submitted with the Contractor's monthly billings. The Contractor shall document any amount reimbursed to the Division in the Client's record of expenditures. The contractor shall submit a copy of the reconciled client personal needs account ledger with each reimbursement check. Reimbursement checks and reconciled account documents shall be sent to the Support Service Coordinator for DHS/DJJS and Contract Monitor for DHS/DCFS.

When the Client moves from an out-of-home placement and is not being placed in another DHS-contracted program or other paid out-of-home placement:

- (1) Remaining personal needs funds under \$20 may be given directly to the Client and will be documented and signed by the Client. The Contractor shall submit a copy of the reconciled client personal needs account ledger after funds are distributed.
- (2) Reconciled account documents shall be sent to the Support Service Coordinator for DHS/DJJS and Contract Monitor for DHS/DCFS.

## **2. Client Personal Belongings**

The Contractor shall create and maintain a monthly inventory of all Client belongings. Once the Client is discharged from the program, the Contractor shall return all of the Client's belongings. In the event the Client is "Absent Without Leave" (AWOL), the Contractor shall secure the Client's belongings until the items are transferred to the Case Manager or other Division authorized person. The Contractor shall replace any of the Client's belongings not properly accounted for. The inventory requirements shall include:

- a. Initial detailed inventory signed by Client and staff of all items the Client brings with them. Details including brand names or value, at Contractor's discretion;
- b. Monthly inventory signed by Client and staff that includes all items added or removed from prior inventory list;
- c. Ending inventory signed by Client and staff that includes all items added or removed from prior inventory list.

#### **D. SPECIAL NEEDS PAYMENTS**

The Division may periodically provide payments to the Contractor for special needs for the Client when authorized by the Case Manager and as funding permits. These special needs include, but are not limited to an initial clothing payment if the Client enters care without sufficient clothing or a joyous season payment to assist with purchase of holiday gifts for the Client or for the Client to purchase gifts for others. The Contractor shall ensure special needs payments are used for purposes outlined by the Division when issued.

#### **E. LIMITATIONS FOR COMBINING CLIENTS WITH DIFFERENT RISK LEVELS AND CATEGORIES**

1. DHS/DJJS Clients that have been determined low risk shall not be placed with Clients that are moderate or high risk to re-offend and shall be kept separate from high and moderate risk Clients at all times. DHS/DCFS Clients that have been determined to need a low level of service shall not be placed with Clients that are moderate or high risk, unless they are stepping down and prior written approval is granted by the Case Manager.
2. Clients that are determined moderate or high risk level shall only be placed together if determined appropriate and pre-approved by the Division's administration on a case-by-case basis.
3. Client populations in different categories of need under the Placement Models (e.g., sex offender, mental health, substance dependent, and behavior) shall not be placed together in the same residential treatment program.
4. For Clients with multiple diagnoses, the diagnosis the Division deems of most concern shall dictate the placement. The Contractor shall provide individualized treatment that addresses the Client's needs associated with the diagnosis of most concern and also needs associated with other diagnoses.
5. Clients of different genders shall not be placed together in the same residential treatment program, with the following exception. Under rare circumstances, Clients of different genders may be placed together in a residential treatment program when any variance

required by DHS/OL has first been received, and written approval is granted in advance by the Division Director or designee.

## **F. GRIEVANCE PROCEDURES**

In addition to Part I, “Grievance Procedures for Clients and Applicants”, the Contractor shall ensure:

1. Grievances are made in writing. Grievance forms and a secure drop box shall be accessible to Clients in a designated area. The drop box shall be checked daily by the program administration or designee.
2. When requested by the Client, Division staff assist in the process of filing and resolving a grievance.
3. All grievances are documented and scanned/faxed/emailed to the Case Manager within three business days of receiving a written allegation. Case Managers or Division designee shall be informed of how the grievance was addressed and resolved.
4. If the grievance cannot be resolved with the Contractor’s representative, the Client is entitled to present the grievance to the Contractor’s program director.
5. The Contractor’s program director, or their designee, investigates grievances within three business days of receiving a written allegation.
6. The Client and any witnesses shall be protected from harassment or any other form of retaliation, as a result of exercising his or her right of grievance or providing information relating to a grievance.
7. The Contractor’s program director or designee work with the Case Manager to determine what action will be taken. All findings/results shall be discussed with the Client and documented on the grievance form. Forms will be kept confidential and maintained in a designated file in the administration area and Client’s file.

## **SECTION V. SERVICE COORDINATION**

The Contractor shall be responsible for 24 hour supervision based on individual Client needs as determined in conjunction with the Case Manager, the Contractor, and the Team.

### **A. COMPONENTS OF SUPERVISION**

Direct care staff are responsible for 24 hour supervision of Clients in their care. Client supervision includes such tasks as caring for the Client’s physical, mental, emotional, and educational needs, providing direct oversight and behavioral guidance, and completing case activity.

The Contractor shall provide written reports at least every **30** days to Case Managers. The reports shall contain a summary of activities performed in each of the Components of Supervision, as listed below.

Components of supervision include, but are not limited to:

## **1. Direct Oversight**

The Client's specific oversight needs shall be documented in writing by the Case Manager at the time the Client is placed. The documentation shall be maintained in the Client file.

- a. Providing direct oversight based on individual Client needs, such as vigilantly observing and monitoring in line of sight.

## **2. Case Activity Expectations**

- a. Team participation;
- b. Attendance at and participation in court proceedings;
- c. Case planning and implementation;
- d. Connecting the Client to Client's family or other persons important to the Client;
- e. Maintaining Client records; and,
- f. Coordinating medical, school, and mental health care with the Case Manager and parent/guardian.

## **3. Family Visitation and Other Contact**

Family visits include Client visits and other contact with parent(s) and siblings. The Contractor shall facilitate family contact and visitation. Family visits may not be withheld without the approval of the Division Case Manager, or withheld solely based on the level or progress of the Client. The Contractor shall provide visitation at a time that reasonably accommodates the family's schedule. The Contractor shall adhere to the following:

- a. A Client is required to have frequent face-to-face visits and contacts with parents, and any of the Client's sibling(s) in DHS/DCFS or DHS/DJJS custody. Frequency of visits shall be determined by the Team, with weekly visits as a general guideline, unless doing so would be contrary to the safety or well-being of the Client or siblings, or a court order precludes a family member having contact.
- b. Arrange off-site family visits and/or family home visits for each Client as directed by the Team. The Contractor shall obtain written or electronic approval from the Client's Case Manager and parent for all off-site visits and/or family home visits. The documentation shall include the following:
  - (1) Date and time Client is leaving for off-site visit;
  - (2) Who is transporting the Client to the off-site visit;
  - (3) Date and expected time Client will return from off-site visit;
  - (4) Actual date and time the Client left the residential treatment program and who transported the Client; and

- (5) Who will be receiving Client and verify the actual time that Client returned to the residential treatment program at conclusion of the home visit.
- c. Family contact by telephone and other contact options: The Contractor shall ensure the Client is allowed a minimum of one weekly 15-minute phone call to family at no cost to the Client and/or family, unless prohibited by the court or the Case Manager; and
- d. Contact with other individuals may only be permitted with Child and Family Team pre-approval.

#### **4. Health Services**

- a. The Contractor shall ensure each Client receives health care services by:
  - (1) Providing age-specific physical care;
  - (2) Participating in ongoing developmental assessments;
  - (3) Providing nutrition;
  - (4) Overseeing, participating in, and/or teaching Client self-care;
  - (5) Addressing medical and dental needs or physical limitations or disabilities;
  - (6) Scheduling, accompanying, and transporting to medical or dental visits within required time frames as specified in 4.b. below;
  - (7) Managing and distributing prescription medications;
  - (8) Purchasing and providing over the counter medications. Any single item over \$25 may be reimbursed as special needs with prior written approval from the Case Manager.
- b. The Contractor, in consultation with the Case Manager, shall arrange for all required medical, dental, and Psychiatric Diagnostic Interview Examinations (PDIE) and needed follow-up services for the Client, as described below.
  - (1) A medical/physical assessment or examination, and dental examination are required within 30 days of a Client entering Division custody.
  - (2) Medical/physical examinations are required annually thereafter (by the end of the 13<sup>th</sup> month following the prior medical/physical examination).
  - (3) Dental examinations are required annually thereafter (by the end of the 13<sup>th</sup> month following the prior dental examination).
  - (4) Medical, dental, and mental health referrals and follow-up appointments shall be completed within the time frame specified by the health care

professional or in a time frame that is no longer than 90 days from the receipt of the Health Visit Report.

- (5) An individual provider of mental health services shall conduct an initial PDIE or an addendum to the most recent examination or psychological evaluation completed within the past 12 months, in accordance with Medicaid requirements. The examination or addendum shall assess the existence, nature, or extent of illness, injury or other health deviation for the purpose of determining the Client's need for mental health services.
  - (6) Subsequent PDIEs shall be completed annually (by the end of the 13<sup>th</sup> month following the prior PDIE). Any PDIE requested prior to the next annual examination shall have prior written authorization from the Case Manager in accordance with the Divisions' PSA process.
- c. For Clients with Medicaid, the Contractor shall use providers covered by the health plan listed on the Client's Medicaid card for non-emergency medical, dental, and mental health checkups and follow up visits. It is the responsibility of the Contractor to know and meet all current Medicaid requirements. If the Contractor neglects to take the Client to a provider covered by the health plan listed on the Client's Medicaid card or does not meet all current Medicaid requirements for payment, the Contractor shall pay the bill and will not be reimbursed by DHS/DCFS or DHS/DJJS.
- d. For Clients not eligible for Medicaid, the Contractor shall use any Medicaid-eligible provider for non-emergency medical, dental, and mental health checkups and follow up visits. The Contractor shall contact the Division Contract Monitor for written pre-approval on any non-emergency medical, dental, and mental health checkups and follow up visits that will exceed \$1,000.00 not covered by the Contractor's general/professional/automobile insurance, the Client's parents, the Client's private insurance, Medicaid, or other insurance.
- e. If emergency care is required for a Client, the Contractor shall seek immediate medical attention for the Client. The Contractor is not responsible for the cost of emergency services not covered by the Contractor's general/professional/automobile insurance, the Client's parents, the Client's private insurance, Medicaid or other insurance. The Contractor shall provide a copy of any medical billing for the Client pertaining to the emergency care to the Division's Contract Monitor for review within 30 days after the billing date.
- f. The Contractor shall provide the DHS/DJJS Case Manager or the DHS/DCFS Nurse with a copy of a health visit report within 30 days of an examination. The Contractor shall maintain a copy of the health visit report in the Client's file.

## **5. Linking Direct Care of Client to Mental Health Services**

The Contractor shall:

- a. Be enrolled as a Medicaid provider.



- b. Provide mental health services for each Client in the program based on the Client's individual mental health needs as prescribed by a qualified mental health provider. Mental health services provided by the Contractor shall have prior written authorization from the Case Manager in accordance with the Divisions' PSA process.
- c. Ensure direct care staff actively support and participate in a Client's mental health treatment by:
  - (1) Being knowledgeable about and understanding treatment plan goals and behavioral interventions;
  - (2) Reinforcing activities that support treatment goals in the Client's daily setting and schedule;
  - (3) Being knowledgeable about the need for consistency and repetition of skills for Clients diagnosed with FASD, TBI and ASD;
  - (4) Prompting behavior;
  - (5) Communicating with treatment providers;
  - (6) Developing and maintaining a relationship with a Client;
  - (7) Providing day-to-day guidance;
  - (8) Helping the Client develop and mature mentally and emotionally; and
  - (9) Participating in mental health care, evaluations, appointments, and follow-up care, as determined by the Child and Family Team.

**6. Linking Direct Care of Client with Education, Employment or Vocational Training Needs**

The Contractor shall:

- a. Coordinate with the Case Manager to ensure the Client's educational, employment, and vocational training needs are met as follows.
  - (1) Participating, overseeing, and supporting Client's educational activities;
  - (2) Ensuring the Client's attendance in accredited educational program;
  - (3) Communicating with school personnel on Client's behalf, including Contractor staff attending parent teacher conferences or other educational meetings;
  - (4) Helping the Client with homework; and
  - (5) Helping the Client to manage learning disabilities.

- b. Enroll each Client who is of school age in an accredited school program, vocational, or employment program that is appropriate for the Client's needs. Where possible, the Client shall remain in his or her existing school in order to allow consistency in their education. If it is not possible for the Client to remain in his or her existing school, the Contractor shall coordinate with the Case Manager to enroll the Client in an appropriate accredited school, vocational, or employment program within three business days of admission to the Contractor's program.
- c. Ensure the school curriculum is recognized by an educational accreditation organization (i.e., State Board of Education or the National School Accreditation Board, Northwest Accreditation of Schools) and is coordinated with the local school district, if the Contractor provides a school curriculum that is not operated by the local school district. The Contractor shall ensure that any educational credits received by the Client will be accepted by the local school district.
- d. Coordinate and/or provide training in basic life skills for adult living using a curriculum pre-approved by the Division, based upon the Client's age and developmental level.
- e. Accommodate the Client's participation in extracurricular activities and shall adapt Client schedules to allow for such extracurricular activities. The Contractor shall obtain written permission or document verbal permission from the Case Manager prior to the Client participating in extracurricular activities.
- f. Obtain written approval from the Client's Case Manager prior to removing the Client from school. When an appointment requires the Client to be removed from school, the Contractor shall make arrangements with the school beforehand to obtain school work and assignments for the time the Client will be excused.
- g. Ensure the Client does not miss time from school, employment, training, extracurricular activities, or other appointments to accommodate another Client's school, employment, training, extracurricular activities, or other appointments.

## **7. Court Attendance and Youth Parole Authority (YPA) Reviews**

The Contractor shall coordinate with the Case Manager to ensure each Client attends required hearings or reviews before the Juvenile Court or Youth Parole Authority when requested and notified by the Case Manager. The Contractor shall provide written progress reports for the hearings when requested by the Case Manager. The Contractor shall provide the Case Manager with requested reports at least 72 hours prior to the hearing or review. The Contractor shall maintain a copy of all written reports in the Client file. Contractor shall ensure Contractor staff attend court hearings.

## **8. Client use of Electronics and Social Media**

Prior to allowing a Client the use of the internet, e-mail, and other social networking sites, the program shall get approval from the Client's Case Manager.

## **9. Team and Child and Family Team Meetings**

The Contractor shall actively participate as a member of the Team. The Contractor shall provide care and supervision services in collaboration with the Client's family or other permanent caregiver and other team members to promote stability and long-term permanence for each Client.

The Contractor shall participate in all Child and Family Team Meetings. In addition, the Contractor may request a Child and Family Team Meeting.

## **B. DRUG TESTING**

The Contractor shall:

1. Drug test the Client in accordance with the frequency, and specific to the Client's treatment needs, established during the initial child and family team meeting. Changes in the frequency of drug testing shall be pre-approved by the Child and Family Team or the case manager. The Contractor shall not test Clients who have not had previous substance abuse issues unless ordered by the court or pre-approved by the Case Manager.
2. Document results of all drug testing for the Client and submit results to the Case Manager within one business day of the Contractor receiving the results.
3. Inform the Client of the test result and provide the Client the opportunity to discuss the results.
4. Be responsible for all costs associated with drug testing, including but not limited to, supplying their own drug testing cups, sending urine samples to a drug testing lab or sending the Client to a drug testing lab or medical office.

## **SECTION VI. REIMBURSEMENT**

### **A. DAILY CARE AND SUPERVISION**

1. The Contractor shall bill the Divisions and be reimbursed for care and supervision based on the Contractor's contracted daily rate for this service as approved through the PSA process. Contractors shall not be reimbursed for services not approved through the PSA process.
2. The daily rate for care and supervision shall include the cost of and the administrative costs associated with providing:
  - a. Room and board;
  - b. Meals (based on the United States Department of Agriculture moderate cost food plan);
  - c. Client's personal needs allowance (\$2.00 per day, with a minimum of \$40 spent on clothing);
  - d. Program enrichment activities (\$3.00 per day);
  - e. Supervision;

- f. Routine transportation;
  - g. Client phone calls to family;
  - h. Client personal school supplies;
  - i. Drug testing and lab costs; and
  - j. Clinical supervision.
- 3 The following costs are not included in the daily rate for care and supervision:
- a. Costs to provide an academic or educational program.
    - (1) The Contractor shall be responsible to negotiate with the local school district to ensure the academic and educational program meets the clients' needs. Any costs associated with the academic and educational program shall be paid for by the Contractor.
  - b. Costs for mental health services and wrap services.
  - c. Costs which are not allowable under Federal, State, or DHS Cost Principles.

## **B. REIMBURSEMENT FOR CLIENT ABSENCE**

1. A "day of absence" is defined as any full 24-hour day, from 12:00 a.m. to 11:59 p.m. the Client is absent from the residential treatment program and not under the direct care and supervision of the Contractor for the full 24 hours of the day. DHS/DJJS requires a PSA to bill for ANY absence using any of the absence codes.
2. The Contractor shall hold a placement for a Client that is absent as part of a planned transition to return home or to a lower level of care for up to eight days of absence per calendar month, if the plan for the Client is to return to the same placement and if preapproved in writing by the Case Manager. An exception may be made to the prior approval requirement when subsequently authorized by the Case Manager in writing. Planned days of absence that are part of a transition plan are generally limited to two days per absence period.

Approved absences of up to eight days per month shall be reimbursed at the daily care and supervision rate as long as the Client returns to the placement after the absence. If the Client does not return to the placement, despite that being the plan, the Contractor shall bill for the absence using the absence code.

If a Client's absences for the purpose of transition are going to exceed eight days in a calendar month, and if the plan for the Client is to return to the same placement and is preapproved in writing by the Case Manager, the Contractor shall bill for any absences beyond eight days per month at the reduced daily rate using the absence code.

3. The Contractor shall bill at the absence rate using the absence code when a Client is absent for reasons other than a planned transition, such as being AWOL, if the plan for the

Client is to return to the same placement and if the payment is preapproved by the Case Manager in writing.

4. The absence rates are calculated at the daily care and supervision bid rates less \$10.00.
5. The Contractor shall document all absences and the reason for the absences on the Contractor's daily attendance log and submit the attendance log with all billings. The Contractor shall document the name of the Division staff authorizing reimbursement for the absence, the date of authorization, and dates authorized for reimbursement.
6. The Contractor shall maintain contact with the Client and the parties responsible for the Client's care and supervision while the Client is away from the program during any day of absence for which the Contractor is receiving payment, unless the Client is AWOL. Contact may be by phone or by face-to-face visits to ensure the Client's ongoing safety, adequate supervision, and treatment continuity. The Contractor shall document contacts in the Client file.

## **SECTION VII. DOCUMENTATION**

### **A. CONTRACTOR ADMINISTRATIVE RECORDS**

The Contractor shall develop and maintain written documentation to support the following:

1. Applicable insurance (i.e., General liability , professional liability [for professional clinical staff], automobile), including additional insured endorsements pursuant to the insurance requirements contained in Part I of this Contract.
2. Current program, DHS/OL facility or program license, and business licenses.
3. Copies of applicable individual clinician licenses.
4. If Contractor provides its own school curriculum, documentation that the school curriculum is recognized by an educational accreditation organization and will be accepted by the local school district.
5. Documentation that the clinical oversight is occurring through regular support and supervision by clinical staff.
6. Weekly or daily program schedules indicating routine and planned activities.
7. Staff attendance and time sheets.
8. Client daily attendance log in the placement, including the Client's:
  - a. Name;
  - b. Age;
  - c. Risk to re-offend or need level;
  - d. Status upon placement (e.g., initial placement, step-down, or other); and

- e. Absence and reason for absence
- 9. Incident reports.
- 10. Performance measures results, as described in Section XI.A., with documentation that supports the performance measures results.
- 11. Outcomes results, as described in Section XI.B., with documentation that supports the outcomes results.
- 12. Retain Client level detail in the Contractor's program files supporting the aggregate numbers they submit on their quarterly reports for audit purposes. (For example, the program is going to report that 70 percent of youth met measure XY on their quarterly report.)
- 13. Maintain a hard copy of the completed DHS Quarterly Residential Report Form, with a signature of the person entering the data.

## **B. INDIVIDUAL STAFF RECORDS**

The Contractor shall maintain personnel records for each of its staff providing as follows:

- 1. Employee's name and contact information;
- 2. Position description, including hire date;
- 3. Documentation of all training courses completed, with all information required by the "training documentation" section of this Contract (above);
- 4. A current, signed DHS Provider Code of Conduct. This shall be reviewed and signed annually;
- 5. Documentation of a current (within the last 12 month period), background screening clearance.

## **C. INDIVIDUAL CLIENT RECORDS**

The Contractor shall maintain written documentation for the following:

- 1. PSA.
- 2. Client-specific information provided by the Division.
- 3. Current photo of the Client for identification, not more than 12 months old.
- 4. For DHS/DCFS Clients, maintain and update the Home-to-Home Packet at the Client's place of residence and, when the Client is discharged, return the Home-to-Home Packet to the Case Manager.

5. Client's evaluations and assessments, treatment plan; treatment plan review; educational, vocational, employment, and/or adult living and basic life skills training plan; and progress toward goals.
6. Weekly schedule of planned activities developed jointly by Client and the Contractor.
7. Record of contacts with each Client during any Client days of absence.
8. Client-specific incident reports.
9. Chain of custody for Client's prescription medication upon admission, discharge, or movement.
10. Disbursement of Client clothing and personal needs allowance.
11. Client's component of supervision and service coordination **monthly** reports.

#### **D. ELECTRONIC CONTRACTOR RECORDS**

##### **1. DHS/DCFS Records**

The Contractor shall:

- a. Enter and keep updated the required data elements for Federal reporting on the DHS/DCFS Provider website located on the Human Services DHS/DCFS Employee website.
- b. Enter initial data within 30 days of the Contract start date and shall update the website with any change in data within five working days of the change.
- c. Obtain written instructions for logging into and maintaining the required data from Division Contract Monitors or designated staff.
- d. Contact the SAFE Help Desk at phone number 801-538-4141 or by e-mail at [safehelp@utah.gov](mailto:safehelp@utah.gov) for help with entering required data elements.

##### **2. DHS/DJJS Records**

DHS/DJJS will send an electronic form to the Contractor periodically to obtain or update required data elements for Federal reporting. The Contractor shall complete or update the form and return it to the Division within 10 business days of the request. In addition, the Contractor shall report any changes to the data, such as change of address, within five business days of the change by completing and submitting an electronic data elements form.

### **SECTION VIII. SPECIFIC SERVICE LEVEL REQUIREMENTS**

#### **A. SERVICE CODES: DSD AND YSD**

#### **SPECIFIC REQUIREMENTS FOR MODERATE SEX OFFENDER/BEHAVIORS RESIDENTIAL TREATMENT PROGRAMS UTILIZING A CERTIFIED PROGRAM**

## **WITH NO AWAKE STAFF AT NIGHT / UP TO 8 BEDS / DIRECT CARE STAFF-TO-CLIENT RATIO 1:6**

If the Contractor is providing services using the DSD or YSD service codes, the following requirements are **in addition** to other requirements throughout the contract, and not in place of these requirements. If the Contractor is not providing services using the DSD or YSD service codes, this section does not apply.

### **1. Description of Client Populations**

- a. Clients committed to DHS/DJJS for community placement or who are transitioning from secure care, and their POE includes adjudication of a sexual offense, and do not require awake supervision overnight.
- b. Clients who are in DHS/DCFS custody and exhibit sexualized behaviors beyond the norm for their age and developmental level, that may pose a risk to others and require treatment, and do not require awake supervision overnight.
- c. Clients may have moderate to severe emotional, behavioral, or similar disorders who require intensive behavioral intervention, structured therapeutic rehabilitative interventions, and continuous monitoring. Clients may be aggressive or markedly withdrawn, socially isolated or have impaired reality testing, communication, cognition, or affect. Clients may present a moderate risk of causing harm to self or others if unsupervised or untreated. Clients may have sexual behaviors, sexual acting out or sexual offenses but have not displayed predatory patterns of offending, used force or weapons in committing their offenses, or displayed acute or chronic psychiatric disturbance. Clients may have not been successful or have had inadequate responses to prior treatment or may be stepping down from a higher level of care.

### **2. Contractor Qualifications**

The Contractor shall:

- a. Be licensed by DHS/OL for a Residential Treatment license or Intermediate Secure Treatment for Minors **for sixteen or fewer beds**.
- b. Be certified as a Teaching Family Model program or a model certified in an evidence-based small group home program with less than eight residents for children/youth in foster care. This includes annual review and verification as a certified program.
- c. Have the capacity to provide daily management of the treatment program including: in-home observations, behavioral data analysis, treatment planning, and consultation meetings provided by Certified Program consultants.
- d. Ensure the program meets the standards for a Level 4 or 5 sex offender treatment facility as specified by NOJOS, which requires directed sex offender specific clinical interventions.



- e. Not serve Clients ages 12 to 15 years in the same setting as Clients that are age 16 years or older, unless a Client that is ages 12 to 15 year is also a registered sex offender.

### 3. Staffing Requirements

The Contractor shall:

- a. Ensure the facility is staffed at a ratio of **one direct care staff to six Clients (1:6) at all times except nighttime sleeping hours.**

Awake nighttime supervision is not required; however, **at least two direct care staff shall be on site and immediately available during all hours.**

The following restrictions or requirements shall be met:

- (1) Support staff shall not be included in this ratio.
  - (2) Educational staff not employed by the program shall not be included in this ratio.
- b. Ensure there shall be at least one direct care staff member of the same gender of the population working at all times. A staff member may not be left alone with a Client of the opposite gender.

### 4. Program Specific Requirements

The Contractor shall:

- a. Implement and utilize an evidence-based program and treatment model specific to the Priority Risk Factors and Targeted Treatment Needs of the Client population.
- b. Be certified to implement and utilize a certified program to fidelity.
- c. **Ensure no more than eight beds are used in the facility as the Contractor shall only provide services for eight or fewer clients.**
- d. Utilize the Sexual Behavioral Risk Assessment (SBRA) NOJOS Level and the DHS/DCFS Levels of Care Evaluation tool for the Client to assign a level of treatment need and appropriate placement.
- e. Ensure the primary treatment for Clients in this category addresses sexual behavior, reduction in risk to reoffend, sexual misconduct with a broad range of sexual-offense behaviors, as well as mental health and family issues. Treatment goals shall assist the Client in achieving permanency in a family setting. A component of programming in this category will be to help the family, identified as the permanent family for the Client, prepare to have the Client in the family's home by teaching them the skills necessary to manage the Client and by helping them find long-term community resources.
- f. Ensure male and female Clients shall not reside in the same living quarters.

- g. Ensure a component of programming and treatment in this category will be to educate the family and provide them with skills to support the treatment progress.

## **B. SERVICE CODES: DSE AND YSE**

### **SPECIFIC REQUIREMENTS FOR MODERATE MALE SEX OFFENDER/BEHAVIORS RESIDENTIAL TREATMENT PROGRAMS / UP TO 16 BEDS / DIRECT CARE STAFF-TO-CLIENT RATIO 1:6**

If the Contractor is providing services using the DSE or YSE service codes, the following requirements are **in addition** to other requirements throughout the contract, and not in place of these requirements. If the Contractor is not providing services using the DSE or YSE service codes, this section does not apply.

#### **1. Description of Client Populations**

- a. Clients committed to DHS/DJJS for community placement or who are transitioning from secure care, and their POE includes adjudication of a sexual offense, and require overnight awake supervision.
- b. Clients who are in DHS/DCFS custody and exhibit sexualized behaviors beyond the norm for their age and developmental level, and pose a moderate risk to others that require treatment, and require overnight awake supervision.
- c. Clients may have moderate to severe emotional, behavioral, or similar disorders who require intensive behavioral intervention, structured therapeutic rehabilitative interventions, and continuous monitoring. Clients may be aggressive or markedly withdrawn, socially isolated or have impaired reality testing, communication, cognition, or affect. Clients may present a moderate risk of causing harm to self or others if unsupervised or untreated. Clients may have sexual behaviors, sexual acting out or sexual offenses but have not displayed predatory patterns of offending, used force or weapons in committing their offenses, or displayed acute or chronic psychiatric disturbance. Clients have not been successful or have had inadequate responses to prior treatment or may be stepping down from a higher level of care.

#### **2. Contractor Qualifications**

The Contractor shall:

- a. Be licensed by DHS/OL for a Residential Treatment license or Intermediate Secure Treatment for Minors **for 16 or fewer beds**.
- b. Ensure the program meets the standards for a Level 4 or 5 sex offender treatment facility as specified by NOJOS, which requires directed sex offender specific clinical interventions.
- c. Not serve Clients ages 12 to 15 years in the same setting as Clients that are age 16 years or older, unless a Client that is ages 12 to 15 year is also a registered sex offender.

### 3. Staffing Requirements

The Contractor shall:

- a. Ensure at a minimum, the facility is staffed at a ratio of **one direct care staff to six Clients (1:6) at all times except nighttime sleeping hours when staff may be reduced to one direct care staff to eight Clients ratio (1:8).**

**However, no fewer than two direct care staff shall be on site and immediately available during all hours.**

The following restrictions or requirements shall be met:

- (1) Support staff shall not be included in this ratio.
  - (2) Educational staff not employed by the program shall not be included in this ratio.
- b. Ensure there shall be at least one direct care staff member of the same gender of the population working at all times. A staff member may not be left alone with the Client of the opposite gender.

### 4. Program Specific Requirements

The Contractor shall:

- a. Implement and utilize an evidence-based program and treatment model specific to the Priority Risk Factors and Targeted Treatment Needs of the Client population.
- b. Utilize the SBRA NOJOS Level and the DHS/DCFS Levels of Care Evaluation tool for the Client to assign a level of treatment need and appropriate placement.
- c. Ensure the primary treatment for Clients in this category addresses sexual behavior, reduction in risk to reoffend, sexual misconduct with a broad range of sexual-offense behaviors, as well as mental health and family issues. Treatment goals shall assist the Client in achieving permanency in a family setting. A component of programming in this category will be to help the family, identified as the permanent family for the Client, prepare to have the Client in the family's home by teaching them the skills necessary to manage the Client and by helping them find long-term community resources.
- d. Ensure male and female Clients shall not reside in the same living quarters.
- e. Ensure a component of programming and treatment in this category will be to educate the family and provide them with skills to support the treatment progress.

## C. SERVICE CODES: DSF AND YSF

### **SPECIFIC REQUIREMENTS FOR HIGH SEX OFFENDER/BEHAVIORS RESIDENTIAL TREATMENT PROGRAMS / UP TO 16 BEDS / DIRECT CARE STAFF–**

## TO-CLIENT RATIO 1:4

If the Contractor is providing services using the DSF or YSF service codes, the following requirements are **in addition** to other requirements throughout the contract, and not in place of these requirements. If the Contractor is not providing services using the DSF or YSF service codes, this section does not apply.

### 1. Description of Client Populations

- a. Clients committed to DHS/DJJS for community placement or who are transitioning from secure care, and their POE includes adjudication of a sexual offense, and requires overnight awake supervision.
- b. Clients who are in DHS/DCFS custody and exhibit sexualized behaviors beyond the norm for their age, and pose a high risk to others that require treatment, and require overnight awake supervision.
- c. Clients may have moderate to severe emotional, behavioral, or similar disorders who require intensive behavioral intervention, structured therapeutic rehabilitative interventions, and continuous monitoring. Clients may be aggressive or markedly withdrawn, socially isolated or have impaired reality testing, communication, cognition, or affect. Clients may present a moderate risk of causing harm to self or others if unsupervised or untreated. Clients may have sexual behaviors, sexual acting out or sexual offenses and may have displayed predatory patterns of offending, used force or weapons in committing their offenses, or displayed acute or chronic psychiatric disturbance. Clients have not been successful or have had inadequate responses to prior treatment or may be stepping down from a higher level of care.
- d. Clients may have a broad range of sexual offenses, which may include Clients with patterned, repetitious sexual offenses and acting out behavior; displayed predatory or fixated patterns of offending, use of force or weapons in committing their offenses; often have a prior treatment history and may present a significant risk to the community if untreated and unsupervised; and may also have severe emotional and behavioral needs.

### 2. Contractor Qualifications

The Contractor shall:

- a. Be licensed by DHS/OL for a Residential Treatment license or Intermediate Secure Treatment for Minors **for 16 or fewer beds**.
- b. Ensure the program meets the level 6 for male sex offender and levels 4, 5, or 6 for female sex offender treatment facility as specified by NOJOS, which requires directed sex offender specific clinical interventions.
- c. Serve high behavioral need Clients with a positive peer model, the program shall: promote trust and mutual support within the group; stimulate the growth of problem-solving skills and impulse control; enhance the Client's self-sufficiency and social skills; and foster positive interpersonal relationships.

- d. Not serve Clients ages 12 to 15 years, in the same setting as Clients that are age 16 years or older, unless a Client that is ages 12 to 15 year is also a registered sex offender.

### 3. Staffing Requirements

The Contractor shall:

- a. Ensure at a minimum, the facility is staffed at a ratio of **one direct care staff to four Clients (1:4) at all times except nighttime sleeping hours when staff may be reduced to one direct care staff to eight Clients ratio (1:8).**

**However, no fewer than two direct care staff shall be on site and immediately available during all hours.**

The following restrictions or requirements shall be met:

- (1) Support staff shall not be included in this ratio.
- (2) Educational staff not employed by the program shall not be included in this ratio.
- b. Ensure there shall be at least one direct care staff member of the same gender of the population working at all times. A staff member may not be left alone with the Client of the opposite gender.
- c. Ensure when the Contractor or a Case Manager determines it is necessary based on an individual Client's need, the facility must have a private bedroom for the Client and the room must be monitored by an alarm system to ensure maximum Client safety.

### 4. Program Specific Requirements

The Contractor shall:

- a. Implement and utilize an evidence-based program and treatment model specific to the Priority Risk Factors and Targeted Treatment Needs of the Client population.
- b. Utilize the SBRA NOJOS Level and the DHS/DCFS Levels of Care Evaluation tool for the Client to assign a level of treatment need and appropriate placement.
- c. Ensure the primary treatment for Clients in this category addresses sexual behavior, reduction in risk to reoffend, sexual misconduct with a broad range of sexual-offense behaviors, as well as mental health and family issues. Treatment goals shall assist the Client in achieving permanency in a family setting. A component of programming in this category will be to help the family, identified as the permanent family for the Client, prepare to have the Client in the family's home by teaching them the skills necessary to manage the Client and by helping them find long-term community resources.

- d. Ensure male and female Clients shall not reside in the same living quarters.
- e. Ensure a component of programming and treatment in this category will be to educate the family and provide them with skills to support the treatment progress.

#### **D. SERVICE CODES: DSF-Y AND YSF-Y**

#### **SPECIFIC REQUIREMENTS FOR HIGH SEX OFFENDER/BEHAVIORS RESIDENTIAL TREATMENT PROGRAMS / UP TO 16 BEDS / DIRECT CARE STAFF- TO-CLIENT RATIO 1:4**

If the Contractor is providing services using the DSF-Y or YSF-Y service codes, the following requirements are **in addition** to other requirements throughout the contract, and not in place of these requirements. If the Contractor is not providing services using the DSF-Y or YSF-Y service codes, this section does not apply.

#### **1. Description of Client Populations**

- a. Clients committed to DHS/DJJS for community placement or who are transitioning from secure care, their POE includes adjudication of a sexual offense, requires overnight awake supervision, and age 12-15.
- b. Clients who are in DHS/DCFS custody and exhibit sexualized behaviors beyond the norm for their age, and pose a high risk to others that require treatment, and require overnight awake supervision.
- c. Clients may have moderate to severe emotional, behavioral, or similar disorders who require intensive behavioral intervention, structured therapeutic rehabilitative interventions, and continuous monitoring. Clients may be aggressive or markedly withdrawn, socially isolated or have impaired reality testing, communication, cognition, or affect. Clients may present a moderate risk of causing harm to self or others if unsupervised or untreated. Clients may have sexual behaviors, sexual acting out or sexual offenses and may have displayed predatory patterns of offending, used force or weapons in committing their offenses, or displayed acute or chronic psychiatric disturbance. Clients have not been successful or have had inadequate responses to prior treatment or may be stepping down from a higher level of care.
- d. Clients may have a broad range of sexual offenses, which may include Clients with patterned, repetitious sexual offenses and acting out behavior; displayed predatory or fixated patterns of offending, use of force or weapons in committing their offenses; often have a prior treatment history and may present a significant risk to the community if untreated and unsupervised; and may also have severe emotional and behavioral needs.

#### **2. Contractor Qualifications**

The Contractor shall:

- a. Be licensed by DHS/OL for a Residential Treatment license or Intermediate Secure Treatment for Minors **for 16 or fewer beds.**
- b. Ensure the program meets the level 6 for male sex offender and levels 4, 5, or 6 for female sex offender treatment facility as specified by NOJOS, which requires directed sex offender specific clinical interventions.
- c. Serve high behavioral need Clients with a positive peer model, the program shall: promote trust and mutual support within the group; stimulate the growth of problem-solving skills and impulse control; enhance the Client's self-sufficiency and social skills; and foster positive interpersonal relationships.
- d. Not serve Clients ages 16 and older, in the same setting as Clients that are ages 12-15 years, unless a Client that is ages 16 and older is also a registered sex offender.

### 3. **Staffing Requirements**

The Contractor shall:

- a. Ensure at a minimum, the facility is staffed at a ratio of **one direct care staff to four Clients (1:4) at all times except nighttime sleeping hours when staff may be reduced to one direct care staff to eight Clients ratio (1:8).**

**However, no fewer than two direct care staff shall be on site and immediately available during all hours.**

The following restrictions or requirements shall be met:

- (1) Support staff shall not be included in this ratio.
- (2) Educational staff not employed by the program shall not be included in this ratio.
- b. Ensure there shall be at least one direct care staff member of the same gender of the population working at all times. A staff member may not be left alone with the Client of the opposite gender.
- c. Ensure when the Contractor or a Case Manager determines it is necessary based on an individual Client's need, the facility must have a private bedroom for the Client and the room must be monitored by an alarm system to ensure maximum Client safety.

### 4. **Program Specific Requirements**

The Contractor shall:

- a. Implement and utilize an evidence-based program and treatment model specific to the Priority Risk Factors and Targeted Treatment Needs of the Client population.
- b. Utilize the SBRA NOJOS Level and the DHS/DCFS Levels of Care Evaluation tool for the Client to assign a level of treatment need and appropriate placement.

- c. Ensure the primary treatment for Clients in this category addresses sexual behavior, reduction in risk to reoffend, sexual misconduct with a broad range of sexual-offense behaviors, as well as mental health and family issues. Treatment goals shall assist the Client in achieving permanency in a family setting. A component of programming in this category will be to help the family, identified as the permanent family for the Client, prepare to have the Client in the family's home by teaching them the skills necessary to manage the Client and by helping them find long-term community resources.
- d. Ensure male and female Clients shall not reside in the same living quarters.
- e. Ensure a component of programming and treatment in this category will be to educate the family and provide them with skills to support the treatment progress.

## **E. SERVICE CODES: DDE AND YDE**

### **SPECIFIC REQUIREMENTS FOR MODERATE AND HIGH SUBSTANCE ABUSE RESIDENTIAL TREATMENT PROGRAMS / UP TO 16 BEDS / DIRECT CARE STAFF-TO-CLIENT RATIO 1:6**

If the Contractor is providing services using the DDE or YDE service codes, the following requirements are **in addition** to other requirements throughout the contract, and not in place of these requirements. If the Contractor is not providing services using the DDE or YDE service codes, this section does not apply.

#### **1. Description of Client Population**

Moderate and high level Clients who have been diagnosed Substance Use Disorder either through a psychological evaluation or a substance abuse assessment that require awake night supervision. These Clients do not have a severe mental health disorder. When assessing the Client's treatment level, the type of substances that the Client uses as well as the physical effects of withdrawal is considered.

#### **2. Contractor Qualifications**

The Contractor shall be licensed by DHS/OL for a Residential Treatment license or Intermediate Secure Treatment for Minors **for 16 or fewer beds**.

#### **3. Staffing Requirements**

The Contractor shall:

- a. Ensure at a minimum, the facility is staffed at a ratio of **one direct care staff to six Clients (1:6) at all times except nighttime sleeping hours when staff may be reduced to one direct care staff to eight Clients ratio (1:8)**.

**However, no fewer than two direct care staff shall be on site and immediately available during all hours.**



The following restrictions or requirements shall be met:

- (1) Support staff shall not be included in this ratio.
  - (2) Educational staff not employed by the program shall not be included in this ratio.
- b. Ensure there shall be at least one direct care staff member of the same gender of the population working at all times. A staff member may not be left alone with the Client of the opposite gender.

#### **4. Program Specific Requirements**

The Contractor shall:

- a. Implement and utilize an evidence-based program and treatment model specific to the Priority Risk Factors and Targeted Treatment Needs of the Client population.
- b. Ensure primary treatment need areas address alcohol and drug use and relapse prevention. Treatment should incorporate the Clients strengths and address other behavioral and mental health issues that affect the Client functioning in their family, in school and in their community.
- c. Ensure a component of programming and treatment in this category will be to educate the family and provide them with skills to support the treatment progress.

#### **F. SERVICE CODES: DBD AND YBD**

##### **SPECIFIC REQUIREMENTS FOR MODERATE BEHAVIORAL RESIDENTIAL TREATMENT PROGRAMS UTILIZING A CERTIFIED PROGRAM WITH NO AWAKE STAFF AT NIGHT / UP TO 8 BEDS / DIRECT CARE STAFF-TO-CLIENT RATIO 1:6**

If the Contractor is providing services using the DBD or YBD service codes, the following requirements are **in addition** to other requirements throughout the contract, and not in place of these requirements. If the Contractor is not providing services using the DBD or YBD service codes, this section does not apply.

#### **1. Description of Client Population**

- a. Clients committed to DHS/DJJS for community placement or who are transitioning from secure care and their POE includes acts of violence or aggression toward person(s); crimes against property such as vandalism, theft, arson, burglary, or destruction of property; or who are exhibiting delinquent or non-compliant behavior such as probation violations, contempt charges, truancy, or substance abuse, and do not require awake supervision overnight.
- b. Clients in DHS/DCFS custody whose behaviors effect normal life functioning. Behaviors in this category may include (but are not limited to): acts of violence, aggression toward others; destruction of property; truancy; excessive running away, and ungovernable behavior. Clients may also have delinquency charges

against them and/or may be dually adjudicated in both the child welfare and juvenile justice systems. While the Client may have co-occurring mental health and or substance abuse treatment needs, these needs are secondary to the unacceptable behaviors. For instance, a Client may have mental health issues stabilized but continue to engage in unacceptable behaviors, or a Client's substance abuse is part of the Client's overall disregard for rules, and do not require awake supervision overnight.

## 2. Contractor Qualifications

The Contractor shall:

- a. Be licensed by DHS/OL for a Residential Treatment license or Intermediate Secure Treatment for Minors **for sixteen or fewer beds.**
- b. Be certified as a Teaching Family Model program or a model certified in an evidence-based small group home program with less than eight residents for children/youth in foster care. This includes annual review and verification as a certified program.
- c. Have the capacity to provide daily management of the treatment program including: in-home observations, behavioral data analysis, treatment planning, and consultation meetings provided by a Certified Program consultants.

## 3. Staffing Requirements

The Contractor shall:

- a. Ensure the facility is staffed at a ratio of **one direct care staff to six Clients (1:6) at all times except nighttime sleeping hours.**

Awake nighttime supervision is not required; however, **at least two direct care staff shall be on site and immediately available during all hours.**

The following restrictions or requirements shall be met:

- (1) Support staff shall not be included in this ratio.
- (2) Educational staff not employed by the program shall not be included in this ratio.
- c. Ensure there shall be at least one direct care staff member of the same gender of the population working at all times. A staff member may not be left alone with the Client of the opposite gender.

## 4. Program Specific Requirements

The Contractor shall:

- a. Implement and utilize an evidence-based program and treatment model specific to the Priority Risk Factors and Targeted Treatment Needs of the Client population.

- b. Be certified to implement and utilize a certified program to fidelity.
- c. **Ensure no more than eight beds are used in the facility as the Contractor shall only provide services for eight or fewer clients.**
- d. Ensure primary treatment need areas address negative behaviors, offences and reduction in risk to reoffend. Treatment should incorporate the Clients strengths and address other behavioral and mental health issues that affect the Client functioning in their family, in school and in their community. Treatment should always include the parents so they understand how to support treatment progress to optimize the Client's success during parent time and when the Client transitions out of treatment.
- e. Ensure a component of programming and treatment in this category will be to educate the family and provide them with skills to support the treatment progress.

## **G. SERVICE CODES: DBE AND YBE**

### **SPECIFIC REQUIREMENTS FOR MODERATE BEHAVIORAL RESIDENTIAL TREATMENT PROGRAMS / DIRECT CARE STAFF-TO-CLIENT RATIO 1:6**

If the Contractor is providing services using the DBE or YBE service codes, the following requirements are **in addition** to other requirements throughout the contract, and not in place of these requirements. If the Contractor is not providing services using the DBE or YBE service codes, this section does not apply.

#### **1. Description of Client Population**

- a. Clients committed to DHS/DJJS for community placement or who are transitioning from secure care, and their POE includes acts of violence or aggression toward person(s); crimes against property such as vandalism, theft, arson, burglary, or destruction of property; or who are exhibiting delinquent or non-compliant behavior such as probation violations, contempt charges, truancy, or substance abuse, and that require awake night supervision.
- b. Clients in DHS/DCFS custody whose behaviors effect normal life functioning. Behaviors in this category may include (but are not limited to): acts of violence, aggression toward others; destruction of property; truancy; excessive running away, and ungovernable behavior. Clients may also have delinquency charges against them and/or may be dually adjudicated in both the child welfare and juvenile justice systems. While the Client may have co-occurring mental health and or substance abuse treatment needs, these needs are secondary to the unacceptable behaviors. For instance, a Client may have mental health issues stabilized but continue to engage in unacceptable behaviors, or a Client's substance abuse is part of the Client's overall disregard for rules, and that require awake night supervision.

#### **2. Contractor Qualifications**

The Contractor shall be licensed by DHS/OL for a Residential Treatment license or Intermediate Secure Treatment for Minors **for 16 or fewer beds.**

### **3. Staffing Requirements**

The Contractor shall:

- a. Ensure at a minimum, the facility is staffed at a ratio of **one direct care staff to six Clients (1:6) at all times except nighttime sleeping hours when staff may be reduced to one direct care staff to eight Clients ratio (1:8).**

**However, no fewer than two direct care staff shall be on site and immediately available during all hours.**

The following restrictions or requirements shall be met:

- (1) Support staff shall not be included in this ratio.
  - (2) Educational staff not employed by the program shall not be included in this ratio.
- b. Ensure there shall be at least one direct care staff member of the same gender of the population working at all times. A staff member may not be left alone with the Client of the opposite gender.

### **4. Program Specific Requirements**

- a. Implement and utilize an evidence-based program and treatment model specific to the Priority Risk Factors and Targeted Treatment Needs of the Client population.
- b. Ensure primary treatment need areas address negative behaviors, offences and reduction in risk to reoffend. Treatment should incorporate the Clients strengths and address other behavioral and mental health issues that affect the Client functioning in their family, in school and in their community. Treatment should always include the parents so they understand how to support treatment progress to optimize the Client's success during parent time and when the Client transitions out of treatment.
- c. Ensure a component of programming and treatment in this category will be to educate the family and provide them with skills to support the treatment progress.

## **H. SERVICE CODES: DBF AND YBF**

### **SPECIFIC REQUIREMENTS FOR HIGH BEHAVIORAL RESIDENTIAL TREATMENT PROGRAMS / UP TO 16 BEDS / DIRECT CARE STAFF-TO-CLIENT RATIO 1:4**

If the Contractor is providing services using the DBF or YBF service codes, the following requirements are **in addition** to other requirements throughout the contract, and not in place of these requirements. If the Contractor is not providing services using the DBF or YBF service codes, this section does not apply.

## 1. Description of Client Population

- a. Clients committed to DHS/DJJS for community placement or who are transitioning from secure care and their POE includes acts of violence or aggression toward person(s); crimes against property such as vandalism, theft, arson, burglary, or destruction of property; or, who are exhibiting delinquent or non-compliant behavior such as probation violations, contempt charges, truancy, or substance abuse.
- b. Clients in DHS/DCFS custody whose behaviors effect normal life functioning. Behaviors in this category may include (but are not limited to): acts of violence, aggression toward others; destruction of property; truancy; excessive running away, and ungovernable behavior. Clients may also have delinquency charges against them and/or may be dually adjudicated in both the child welfare and juvenile justice systems. While the Client may have co-occurring mental health and or substance abuse treatment needs, these needs are secondary to the unacceptable behaviors. For instance, a Client may have mental health issues stabilized but continue to engage in unacceptable behaviors, or a Client's substance abuse is part of the Client's overall disregard for rules.

## 2. Contractor Qualifications

The Contractor shall be licensed by DHS/OL for a Residential Treatment license or Intermediate Secure Treatment for Minors **for 16 or fewer beds.**

## 3. Staffing Requirements

The Contractor shall:

- a. Ensure at a minimum, the facility is staffed at a ratio of **one direct care staff to four Clients (1:4) at all times except nighttime sleeping hours when staff may be reduced to one direct care staff to eight Clients ratio (1:8).**

**However, no fewer than two direct care staff shall be on site and immediately available during all hours.**

The following restrictions or requirements shall be met:

- (1) Support staff shall not be included in this ratio.
- (2) Educational staff not employed by the program shall not be included in this ratio.
- b. Ensure there shall be at least one direct care staff member of the same gender of the population working at all times. A staff member may not be left alone with the Client of the opposite gender.
- c. Ensure when the Contractor or a Case Manager determines it is necessary based on an individual Client's need, the facility must have a private bedroom for the Client

and the room must be monitored by an alarm system to ensure maximum Client safety.

#### **4. Program Specific Requirements**

- a. Implement and utilize an evidence-based program and treatment model specific to the Priority Risk Factors and Targeted Treatment Needs of the Client population.
- b. Ensure primary treatment need areas address negative behaviors, offences and reduction in risk to reoffend. Treatment should incorporate the Clients strengths and address other behavioral and mental health issues that affect the Client functioning in their family, in school and in their community. Treatment should always include the parents so they understand how to support treatment progress to optimize the Client's success during parent time and when the Client transitions out of treatment.
- c. Ensure a component of programming and treatment in this category will be to educate the family and provide them with skills to support the treatment progress.

#### **I. SERVICE CODES: DMD AND YMD**

##### **SPECIFIC REQUIREMENTS FOR MODERATE MENTAL HEALTH RESIDENTIAL TREATMENT PROGRAMS UTILIZING A CERTIFIED PROGRAM WITH NO AWAKE STAFF AT NIGHT / UP TO 8 BEDS / DIRECT CARE STAFF-TO-CLIENT RATIO 1:6**

If the Contractor is providing services using the DMD or YMD service codes, the following requirements are **in addition** to other requirements throughout the contract, and not in place of these requirements. If the Contractor is not providing services using the DMD or YMD service codes, this section does not apply.

#### **1. Description of Client Population**

Clients with a clinical mental health diagnosis who do not require awake supervision overnight. These Clients typically have mental health issues that drive their behavior. These are Clients who currently or at any time during the past year, have a diagnosed mental, behavioral or emotional disorder of sufficient duration to meet diagnostic criteria specified in the current DSM that resulted in a functional impairment which substantially interferes with or limits the Client's role or functioning in at least two of the following: family, school or community activities.

#### **2. Contractor Qualifications**

The Contractor shall:

- a. Be licensed by DHS/OL for a Residential Treatment license or Intermediate Secure Treatment for Minors **for sixteen or fewer beds**.
- b. Be certified as a Teaching Family Model program or a model certified in an evidence-based small group home program with less than eight residents for

children/youth in foster care. This includes annual review and verification as a certified program.

- c. Have the capacity to provide daily management of the treatment program including: in-home observations, behavioral data analysis, treatment planning, and consultation meetings provided by Certified Program consultants.

### 3. Staffing Requirements

The Contractor shall:

- a. Ensure the facility is staffed at a ratio of **one direct care staff to six Clients (1:6) at all times except nighttime sleeping hours.**

Awake nighttime supervision is not required; however, **at least two direct care staff shall be on site and immediately available during all hours.**

The following restrictions or requirements shall be met:

- (1) Support staff shall not be included in this ratio.
  - (2) Educational staff not employed by the program shall not be included in this ratio.
- b. Ensure there shall be at least one direct care staff member of the same gender of the population working at all times. A staff member may not be left alone with the Client of the opposite gender.

### 4. Program Specific Requirements

The Contractor shall:

- a. Implement and utilize an evidence-based program and treatment model specific to the Priority Risk Factors and Targeted Treatment Needs of the Client population.
- b. Be certified to implement and utilize a certified program to fidelity.
- c. **Ensure no more than eight beds are used in the facility as the Contractor shall only provide services for eight or fewer clients.**
- d. Ensure primary treatment need areas address the mental health diagnosis as determined by the licensed mental health professional. Treatment should incorporate the Clients strengths and address other behavioral and mental health issues that affect the Client functioning in their family, in school and in their community. Treatment should always include the parents so they understand how to support treatment progress to optimize the Client's success during parent time and when the Client transitions out of treatment.
- e. Ensure a component of programming and treatment in this category will be to educate the family and provide them with skills to support the treatment progress.

## **J. SERVICE CODES: DME AND YME**

### **SPECIFIC REQUIREMENTS FOR MODERATE MENTAL HEALTH RESIDENTIAL TREATMENT PROGRAMS / DIRECT CARE STAFF-TO-CLIENT RATIO 1:6**

If the Contractor is providing services using the DME or YME service codes, the following requirements are **in addition** to other requirements throughout the contract, and not in place of these requirements. If the Contractor is not providing services using the DME or YME service codes, this section does not apply.

#### **1. Description of Client Population**

Clients with a clinical mental health diagnosis. These Clients typically have mental health issues that drive their behavior. These are Clients who currently or at any time during the past year, have a diagnosed mental, behavioral or emotional disorder of sufficient duration to meet diagnostic criteria specified in the current DSM that resulted in a functional impairment which substantially interferes with or limits the Client's role or functioning in at least two of the following: family, school or community activities.

#### **2. Contractor Qualifications**

The Contractor shall be licensed by DHS/OL for a Residential Treatment license or Intermediate Secure Treatment for Minors **for 16 or fewer beds**.

#### **3. Staffing Requirements**

The Contractor shall:

- a. Ensure at a minimum, the facility is staffed at a ratio of **one direct care staff to six Clients (1:6) at all times except nighttime sleeping hours when staff may be reduced to one direct care staff to eight Clients ratio (1:8)**.

**However, no fewer than two direct care staff shall be on site and immediately available during all hours.**

The following restrictions or requirements shall be met:

- (1) Support staff shall not be included in this ratio.
- (2) Educational staff not employed by the program shall not be included in this ratio.
- b. Ensure there shall be at least one direct care staff member of the same gender of the population working at all times. A staff member may not be left alone with the Client of the opposite gender.

#### **4. Program Specific Requirements**

- a. Implement and utilize an evidence-based program and treatment model specific to the Priority Risk Factors and Targeted Treatment Needs of the Client population.



- b. Ensure primary treatment need areas address the mental health diagnosis as determined by the licensed mental health professional. Treatment should incorporate the Clients strengths and address other behavioral and mental health issues that affect the Client functioning in their family, in school and in their community. Treatment should always include the parents so they understand how to support treatment progress to optimize the Client's success during parent time and when the Client transitions out of treatment.
- c. Ensure a component of programming and treatment in this category will be to educate the family and provide them with skills to support the treatment progress.

## K. SERVICE CODES: DMF AND YMF

### **SPECIFIC REQUIREMENTS FOR HIGH MENTAL HEALTH RESIDENTIAL TREATMENT PROGRAMS / UP TO 16 BEDS / DIRECT CARE STAFF-TO-CLIENT RATIO 1:4**

If the Contractor is providing services using the DMF or YMF service codes, the following requirements are **in addition** to other requirements throughout the contract, and not in place of these requirements. If the Contractor is not providing services using the DMF or YMF service codes, this section does not apply.

#### **1. Description of Client Population**

Clients with a clinical mental health diagnosis. These Clients typically have mental health issues that drive their behavior. These are Clients who currently or at any time during the past year, have a diagnosed mental, behavioral or emotional disorder of sufficient duration to meet diagnostic criteria specified in the current DSM that resulted in a functional impairment which substantially interferes with or limits the Client's role or functioning in at least two of the following: family, school or community activities.

#### **2. Contractor Qualifications**

The Contractor shall be licensed by DHS/OL for a Residential Treatment license or Intermediate Secure Treatment for Minors **for 16 or fewer beds**.

#### **3. Staffing Requirements**

The Contractor shall:

- a. Ensure at a minimum, the facility is staffed at a ratio of **one direct care staff to four Clients (1:4) at all times except nighttime sleeping hours when staff may be reduced to one direct care staff to eight Clients ratio (1:8)**.

**However, no fewer than two direct care staff shall be on site and immediately available during all hours.**

The following restrictions or requirements shall be met:

- (1) Support staff shall not be included in this ratio.

- (2) Educational staff not employed by the program shall not be included in this ratio.
- b. Ensure there shall be at least one direct care staff member of the same gender of the population working at all times. A staff member may not be left alone with the Client of the opposite gender.
- c. Ensure when the Contractor or a Case Manager determines it is necessary based on an individual Client's need, the facility must have a private bedroom for the Client and the room must be monitored by an alarm system to ensure maximum Client safety.

#### **4. Program Specific Requirements**

- a. Implement and utilize an evidence-based program and treatment model specific to the Priority Risk Factors and Targeted Treatment Needs of the Client population.
- b. Ensure primary treatment need areas address the mental health diagnosis as determined by the licensed mental health professional. Treatment should incorporate the Clients strengths and address other behavioral and mental health issues that affect the Client functioning in their family, in school and in their community. Treatment should always include the parents so they understand how to support treatment progress to optimize the Client's success during parent time and when the Client transitions out of treatment.
- c. Ensure a component of programming and treatment in this category will be to educate the family and provide them with skills to support the treatment progress.

### **SECTION IX. SERVICE REQUIREMENTS FOR MENTAL HEALTH SERVICES**

#### **A. MEDICAID MENTAL HEALTH SERVICES:**

##### **1. Provider Compliance**

The Contractor shall comply with all requirements for providers of Medicaid mental health services, as specified in the Medicaid Provider Manual, including:

- a. Section 1, "General Information",
- b. Section 2, "Rehabilitative Mental Health Services by DHS Contractors",
- c. "General Attachments", and
- d. Any subsequent updates in the provider manuals or in Medicaid Information Bulletins.

In the event this Contract and Medicaid Provider Manuals do not agree, the Medicaid Provider Manual requirements apply, except that the Contractor shall only bill Medicaid using the DHS approved rates in DHS Medicaid Services Rate Table.

##### **2. Medicaid Enrollment**

The Contractor shall be a Utah Medicaid Provider. If the Contractor is not a Utah Medicaid Provider, the Contractor shall become a Utah Medicaid Provider *prior to providing Medicaid services*.

- a. The Contractor's business organization, each licensed clinician, and each qualified non-licensed staff must enroll separately as a Utah Medicaid Provider for diagnostic and rehabilitative mental health services;
- b. Each of the Contractor's licensed clinicians and qualified non-licensed staff must be affiliated with the Contractor.

### **3. Service Requirements**

The Contractor shall provide diagnostic and rehabilitative mental health services for Clients who are referred for services by the Division. The Contractor shall obtain written authorization from the Case Manager before services are provided, in accordance with the Division's PSA process. In addition to providing diagnostic and rehabilitative mental health services, the Contractor shall provide the following:

#### **a. Evidence-Based Treatment**

The Contractor shall:

- (1) Provide a treatment regimen that is evidence-based treatment. The treatment regimen shall be individualized based on the Client's age, diagnosis and circumstances. This includes, but is not limited to, addressing grief, loss, trauma, and criminogenic factors affecting the Client. If the Contractor replaces its evidence-based treatment program, the Contractor shall request approval in writing to the specific Division Director or designee, and receive written approval before implementing the program.
- (2) Maintain fidelity of the approved evidence-based treatment program through monitoring the effectiveness of the program.
- (3) Maintain documentation of staff training received and skills in the evidence based treatment for which the Client will be engaged to restore the highest possible level of function.

#### **b. Team and Team Meetings**

The Contractor shall:

- (1) As part of a clinical mental health service, actively participate as a member of the Team. The Contractor shall provide rehabilitative mental health and related services in collaboration with the Client's family or other direct caregiver to promote stability and long-term permanence for each Client.
- (2) Include both the Client's family or other direct caregiver in the Client's ongoing treatment to facilitate understanding of how to best address the

Client's current and future mental health needs. (Example: it is appropriate to convene members of a Team Meeting in the development of the treatment plan, quarterly treatment plan, and to gather information from parents, foster family, teachers, childcare providers, and Case Managers for the purpose of assessing the Client as part of the PDIE.)

- (3) Participate in all, and may also initiate any of the following, Team Meetings:

**(a) Ongoing Team Meeting**

The Contractor shall participate in all ongoing Team Meetings to coordinate the Client's treatment plan with the court ordered service plan, the Client's permanency goal, and the long-term view.

**(b) Change of Clinician/Child and Family Team Meeting**

Prior to any change in clinician/treatment provider, unless it is an emergency situation, the Contractor shall participate in a Team Meeting to discuss reasons, solutions, and transitions that are most beneficial to the overall treatment goals and service plan for the Client.

**(c) Discharge Team Meeting**

Prior to discharge, the Contractor shall participate in a Team Meeting to discuss progress, maintenance, and transitions for long-term stability of the Client.

**c. Examination and Treatment Planning**

- (1) The Contractor shall conduct an initial PDIE or an addendum to the most recent examination or psychological evaluation completed within the past 12 months. The examination or addendum shall assess the existence, nature, or extent of illness, injury or other health deviation for the purpose of determining the Client's need for mental health services. The Contractor shall:
- (a) Collect collaborative information from parents, foster parents, schools/child care, mental/health care professionals and others as needed to determine the existence, nature and extent of a mental illness or disorder for the purpose of identifying the Client's need for mental health services.
  - (b) Convene a Team Meeting with Client to gather collaborative information from Client's parents, caretakers, teachers, child care providers, and Case Managers to facilitate in the assessment of the Client for the PDIE.
  - (c) Collect and review prior PDIEs, psychological testing, medical interpretations of laboratory or other medical diagnosis, and school

records to develop a complete picture of the Client's mental health diagnosis and treatment needs.

- (d) Conduct or obtain information from other sources concerning a psychosexual assessment or a Sexual Behavioral Risk Assessment as part of the PDIE, if it is determined that the Client has sexual behaviors that should be evaluated.
- (2) If it is determined the Client needs mental health services, the individual provider of mental health services conducting the PDIE or the individual provider of mental health services who actually delivers the mental health services shall develop a treatment plan. The treatment plan shall reflect the Client's therapeutic needs as identified in the PDIE, and shall be coordinated with the Division assessment and with the Team.
- (3) The treatment plan shall be designed to improve or stabilize the Client's conditions. Treatment goals shall match recommendations on the examination or addendum. The treatment plan shall be written within 30 days of admission to the Contractor's program.
- (4) Mental health services shall not be provided and billed until a treatment plan has been written and submitted to the Case Manager.
- (5) The treatment plan shall include the following:
  - (a) Measurable treatment goals developed in conjunction with the Client, family and Case Manager, and face-to-face participation of the Client. The goals shall address the Client's needs identified in the PDIE. For DHS/DJJS, a written, individualized treatment plan will contain SMART goals and action steps that are derived from identified PRA dynamic risk items. SMART goals will operationalize the PRA dynamic risk item so that it is specific measurable, attainable, realistic and timely.
  - (b) Discharge criteria and, at the appropriate time, post discharge plans and coordination of related community services to ensure continuity of care with the Client's family (or others in whose care the Client will be released after discharge), school, and community.
  - (c) Signature, printed name, licensure, and date of the individual who developed the treatment plan.
- (6) The Contractor shall bill treatment plan development as part of the PDIE.
- (7) The Contractor shall provide a copy of the treatment plan to the Case Manager within 15 days of completion. The Contractor shall retain a copy of the treatment plan in the Client file.

**d. Treatment Plan Review**

The Contractor shall:

- (1) Review the Client's treatment plan at least quarterly, or more often if there is a change in the Client's condition or status.

The Division reserves the right to have an independent PDIE to determine treatment needs if the Team members disagree regarding need for a change in intensity of services.

- (2) Have face-to-face contact with the Client to complete the quarterly review of progress toward each treatment objective, appropriateness of prescribed services, and need for the Client's continued participation in the program. If the licensed mental health therapist provides ongoing services to the Client, then the treatment plan conducted by this individual may not require an additional face-to-face contact. However, if the licensed mental health therapist who will conduct the review has had only limited or no contact with the Client during the preceding quarter, and therefore, does not have sufficient clinical information to evaluate the treatment prescription, then the Client must be seen face-to-face to conduct the treatment plan.
- (3) Review the treatment plan quarterly during a face-to-face interview with the Client to review progress toward each treatment objective. The Contractor may also participate in a Team Meeting including the Case Manager, the Client's family, and foster parents as part of the review process.
- (4) Develop an updated treatment plan if the Contractor determines during a treatment plan that the treatment plan (e.g., problems, goals, methods, etc.) needs to be modified, then as part of the treatment plan.
- (5) Document the treatment plan in the Client's record and shall include:
  - (a) The date, actual time, and duration of the service;
  - (b) The specific service rendered (i.e., treatment plan);
  - (c) A written update of progress toward established treatment goals, the appropriateness of the services being furnished, and the need for the Client's continued participation in the program; and
  - (d) The signature and licensure of the individual who rendered the service.
- (6) Bill for a treatment plan as family psychotherapy or individual psychotherapy (if there is a face-to-face interview with the Client), depending on how the treatment plan is conducted.
- (7) Maintain a copy of the treatment review in the Client's file and shall provide a copy of the treatment review and any updated treatment plan to the Case Manager within 15 days of the end of each review period.

**e. Discharge Reports**

The Contractor shall:

- (1) Complete a discharge summary on each Client regardless of length of treatment.
- (2) Include date of discharge, progress on treatment goals, and recommendations for future service or treatment needs.
- (3) Maintain a copy of the discharge report in the Client's file.
- (4) Provide a copy of the discharge report to the Case Manager within 15 days of termination of service.

#### **4. Telehealth**

- a. Telehealth may only be used for delivery of the following services:
  - (1) Family Psychotherapy with Client Present.
  - (2) Family Psychotherapy without Client Present.
  - (3) Pharmacological Management.
- b. Telehealth shall only be used when circumstances indicate that face-to-face interaction would be a hardship for the family or Client (e.g. extreme distances to the mental health practitioner's office).
- c. Prior written approval by the Case Manager is required for Telehealth to be used.
- d. As a condition of using Telehealth, a secure interactive visual telecommunications system is required that permits real-time communication between the licensed mental health practitioner and the Client or the Client's family when one of the parties is at another site. Equipment streaming at both sites is the preferred method to be used.
- e. Telehealth equipment shall have the technological capacity and transmission speed to provide resolution and audio quality for decision-making substantially equivalent to a face-to-face encounter. The Contractor shall ensure its staff involved in Telehealth visits are trained in the use of the Telehealth equipment and are competent in its operation.
- f. The following shall not be considered Telehealth:
  - (1) Telephone conversations.
  - (2) Text messaging.
  - (3) Electronic mail messaging; e.g., email or instant messaging.
  - (4) Facsimile (fax).

(5) Store and forward.

- g. The Contractor shall ensure that physical surroundings for all parties are private, quiet, free of any interruptions and conducive to a confidential mental health session that would normally take place in a mental health practitioner's office.
- h. When providing Telehealth services, the Contractor shall be held to the same standards of quality care and confidentiality as required by state and federal law.
- i. The Contractor shall ensure that all individuals involved in the Telehealth session identify themselves and that therapy progress notes document those in attendance.
- j. All costs associated with the Telehealth service are the responsibility of the Contractor.
- k. Telehealth services shall be reimbursed at the same rate as a standard face-to-face, in-person encounter.

## **B. RESIDENTIAL TREATMENT FACILITY SHALL BE ELIGIBLE FOR MEDICAID**

The Contractor shall meet the Centers for Medicare and Medicaid Services (CMS) requirements for geographical and organizational separateness. In considering criteria for geographical and organizational separateness, all of the Contractor's facilities must be taken into account, even if serving non-DHS Clients. **(In addition to the facility eligibility criteria specified below, the Contractor shall meet requirements for each specific Medicaid Service to receive Medicaid reimbursement.)**

**Each residential facility shall be able to demonstrate during a site visit from DOH, DHS and/or CMS that the CMS criteria for geographical and organizational separateness qualifying them for Medicaid reimbursement for mental health services provided in a residential treatment facility is met.** If it is determined that a facility does not qualify for Medicaid reimbursement for mental health services provided in a residential treatment facility, the Contractor may be liable for a payback. Ultimately, CMS makes the final decision regarding facility eligibility for Medicaid reimbursement. The Contractor is responsible for and shall ensure the geographical and organizational separateness requirements are met. DHS is not obligated to pay the Contractor for services not paid by Medicaid if the claim was denied due to the Contractor not meeting facility requirements.

The CMS requirements for geographical and organizational separateness are outlined below:

### **1. Contractor with a Single Residential Facility:**

A residential treatment facility licensed for 16 or fewer beds that is the only facility owned and operated by a Contractor is eligible for Medicaid reimbursement for mental health services, when all other program criteria are met.

### **2. Contractor with Multiple Residential Facilities/Total Beds 16 or Fewer:**

If a Contractor has multiple residential treatment facilities and the combined total number of beds for ALL licensed facilities is 16 or fewer, each residential facility is eligible for



Medicaid reimbursement for mental health services, when all other program criteria are met.

3. **Contractor with Multiple Residential Facilities/16 or Fewer Beds Each Facility/NO Facilities on Same or Contiguous Property:**

A Contractor with multiple licensed residential treatment facilities (each with 16 or fewer beds) qualify for Medicaid reimbursement for mental health services if the residential treatment programs are **not** located on the same property, on contiguous property, on property that has the appearance of being the same or contiguous property, or on property closely located together AND if all of the general principles and specific criteria for both geographic and organizational separateness specified below are met:

- a. Facilities shall not have any elements in combination with another facility that would result in economies of scale that come with an institution;
- b. Each facility shall be distinct, fully self-sufficient, and operate independent of the other facilities;
- c. Each facility shall be separately licensed by DHS/OL to provide Residential Treatment or Intermediate Secure Treatment for Minors;
- d. Each facility shall be licensed for no more than 16 beds;
- e. Each facility shall have its own separate address and shall not share access from the street or a parking lot exclusively with another residential treatment facility owned or operated by the Contractor;
- f. Each facility shall have its own meal preparation site and Client eating area within the facility;
- g. Each facility shall have its own direct care and supervisory staff, including back-up staff. No direct care or supervisory staff shall be shared among any of the facilities, even for emergency coverage;
- h. Each facility shall have its own clinical and mental health services employees or subcontractors, including, but not limited to, clinicians, physicians, and trained staff providing psychosocial rehabilitation or skills development. No clinical and mental health services staff and subcontractors shall be shared among any of the facilities, even for emergency coverage;
- i. Each facility shall have separate activities for Clients, such as individual and group therapeutic activities, social and recreational activities, educational programs, and community service activities and Client activities shall not be conducted in a shared facility owned by the Contractor's agency and used exclusively for Clients served by the Contractor, even if Clients from separate facilities are scheduled to use the shared facility at separate times;
- j. Facility employees or subcontractors shall not serve Clients in more than one facility, with the following exceptions:

- (1) A clinical director may serve more than one facility ONLY if the geographic locations of the facilities are far enough apart that it is NOT FEASIBLE for Clients in the facilities to be combined for any types of programming or activities (e.g., one facility in Weber County and one facility in Salt Lake County could not feasibly be combined for any activities; however, two programs within a few city blocks of each other may feasibly be able to be combine for some program activities);
  - (2) A psychiatrist may serve Clients in more than one facility ONLY if one of the following circumstances applies:
    - (a) The psychiatrist is not an employee or subcontractor of the Contractor and the psychiatrist is enrolled as an independent Medicaid provider and bills Medicaid directly for mental health services provided to Clients receiving services from the Contractor (e.g., as a pediatrician would do for an eligible Client in the community); or
    - (b) The psychiatrist is an employee or subcontractor of the Contractor and the geographic locations of the facilities are far enough apart that it is NOT FEASIBLE for the Clients in the facilities to be combined for any types of programming or activities;
- k. Clients in separate facilities owned by the Contractor shall not combine for activities administered by the Contractor, except as specified below for educational programs:
- (1) Clients in separate facilities shall not combine for activities, including, but not limited to, individual or group therapeutic activities, group psychosocial rehabilitation services, social or recreational activities, or community service activities.
  - (2) Clients in the separate facilities owned by the Contractor shall participate in separate educational programs and shall not combine in a single educational program operated exclusively for Clients in the Contractor's facilities, even if the teachers are provided by an outside entity such as a school district.

Exceptions include school programs, such as:

- (a) Clients from each of the Contractor's facilities participate in a separate school program conducted within each of the specific facilities in which the Clients reside or at its own separate off-site location, **OR**
- (b) Clients from each of the Contractor's facilities attend a public school operated by a school district that is also open to students who are not being served in one of the Contractor's facilities, such as at an alternative high school, **OR**

- (c) Clients from each of the Contractor's facilities attend an educational program operated by the Contractor **and** the educational program operates as a school for the broader community, children from outside of the Contractor's residential facilities also attend. The teacher may be employed by either the Contractor or the school district.

**4. Contractor with Multiple Residential Facilities/16 or Fewer Beds Each Facility/Facilities ON Same or Contiguous Property:**

A Contractor with multiple residential treatment facilities (each with 16 or fewer beds) that are located on the same property, on contiguous property, on property that has the appearance of being the same or contiguous property, or on property closely located together, qualify for Medicaid reimbursement for mental health services if all of the criteria specified in number 3 above are met AND the following additional general principles and specific criteria for both geographic and organizational separateness specified below are met:

- a. Facilities located on the same property shall only qualify if the licensed facilities' combined total number of beds is 16 or fewer;
- b. Facilities that are on contiguous property, on property that has the appearance of being the same or contiguous property, or that are otherwise closely located together, shall only qualify if the residential facilities and any other nearby buildings owned and operated by the Contractor, when viewed as a whole in conjunction with the surrounding area, are configured in such a way that a reasonable person would not view the site as a campus. For example:
  - (1) Each facility is an individual family home among other individual family homes in a residential neighborhood and each has its own lot, driveway, and separate address, and, when viewed as a whole, would not likely appear as a campus.
  - (2) Each facility is a multi-family dwelling among other multi-family dwellings in a residential neighborhood and each has its own lot, driveway, and separate address, and when viewed as a whole, would not likely appear as a campus.

**5. The following DO NOT meet the CMS requirements for geographical and organizational separateness and would not qualify for Medicaid reimbursement:**

- a. Facilities are identical or similar in appearance, are reached by the same entrance from the road, share a parking lot, and/or have other buildings owned by the Contractor nearby such as an administration building or school, and when viewed as a whole, would likely appear as a campus;
- b. A single residential facility licensed for 17 or more beds;
- c. A combination of licensed residential facilities that constitutes a campus for which the combined total number of beds in the facilities is 17 beds or more.

6. A Contractor that owns multiple residential facilities may have some residential treatment facilities that qualify for Medicaid reimbursement while others do not.

## **SECTION X. REQUIREMENTS FOR WRAP SERVICES (Non-Mental Health/Non-Medicaid)**

Wrap services supplement the care of Clients which are provided by Direct Care Staff. For DHS/DCFS Clients, this may include foster homes or trial home placements where custody remains with DHS/DCFS. Services must be provided in a manner consistent with public safety and that promotes Clients' ability to achieve their highest level of functioning, self-sufficiency, and safety, and to systematically reduce the Client's reliance on additional formal support systems. Wrap services shall be provided in collaboration with the Clients' families, both the family of origin and the caregiver family, in such a way that promotes the Clients' stability and long term permanence.

### **A. WRAP SERVICES GENERAL REQUIREMENTS**

#### **1. Team Meetings**

The Contractor shall actively participate in all Team Meetings as requested by the Case Manager.

#### **2. Prior Approval**

The Contractor shall obtain prior written approval from the Case Manager for wrap services.

### **B. NON-MEDICAID WRAP SERVICES**

#### **1. Mentoring (YIS)**

##### **a. General Description of Service**

Mentoring is a non-residential intensive one-on-one mentoring service provided by trained individuals. It is the intent that a mentor be one staff member assigned to a Client to develop a trusting consistent relationship.

##### **b. Service Requirements**

The Contractor shall provide mentoring services to Clients. Mentoring services include:

- (1) Teaching of basic living skills;
- (2) Academic tutoring;
- (3) Advocacy;
- (4) Crisis intervention;
- (5) Behavioral guidance and intervention;

- (6) Coordination with the Client's parents/guardians/foster/proctor parents;
- (7) Consultation between the Contractor and the Team members that may occur when the Client is present or not present;
- (8) Assisting the Case Manager in coordination of visitation; and
- (9) Other mentoring Client services that are pre-approved by the Case Manager.

c. Limitations

- (1) Staff transporting the Client does not meet mentoring service requirements for reimbursement.
- (2) If a circumstance arises where it is appropriate for more than one Client under the supervision of a single staff to be together for an activity, prior written approval from the Case Manager shall be obtained and billing shall be for one Client only or divided among the various Clients.
- (3) Mentoring services shall not be reimbursed when provided by the person(s) with whom the Client is residing.

d. Contractor Qualifications

The Contractor's staff providing mentoring shall meet the following requirements prior to providing services:

- (1) Be 21 years of age or older;
- (2) Have three positive written references from persons not related to the staff member applying to provide mentoring services;
- (3) Possess and maintain a valid driver license, verified annually by the Division; and
- (4) Maintain automobile insurance in accordance with the requirements of this Contract.

e. Training Requirements

Staff providing mentoring shall complete training requirements for direct care staff as specified under General Training Requirements.

f. Documentation

The Contractor shall develop and maintain a written activity log for each Client that includes the following:

- (1) Dates of services and activities;

- (2) Duration of services and activities, including start and end time;
- (3) Detailed description of specific services and activities provided including, but not limited to, conversations that took place, goals discussed, upcoming activities; and
- (4) Name and signature of mentor who provided the services and activities.

The Contractor shall provide a copy of a Client's activity logs to the Case Manager within three working days after the end of each month.

## **2. Day Group Skills Support Service (DGS)**

### **a. General Description of Services**

Day Group Skills Support Service means non-clinical rehabilitative support and supervision services provided to a group of Clients in a day treatment setting. This service supplements mental health services billable to Medicaid that are provided in a day treatment setting.

### **b. Service Requirements**

The Contractor shall:

- (1) Provide Day Group Skills Support Service to Clients NOT residing in the facility ONLY if awarded Non-Resident Day Group Skills Support Service and when the Contractor maintains and complies with the DHS/OL Day Treatment License. *Contractors with facilities not located in Utah do not need to meet this requirement.*
- (2) Assist Clients to develop competence in basic skills such as grooming, personal hygiene and maintenance of the living environment;
- (3) Support the goals that are in each Client's day treatment clinical and educational plan;
- (4) Assist Clients in eliminating behaviors that inhibit Client social functioning;
- (5) Assist Clients in developing community awareness through recreational and service activities;
- (6) Provide Client supervision to maintain personal and group safety; and
- (7) Educate parents and caregivers in ways to support the skills and behaviors taught in the day treatment setting.

### **c. Staff-to-Client Ratio**

The Contractor shall maintain a ratio of no more than five Clients per staff member for Clients that are ages zero through 12 years and a ratio of no more than

eight Clients per staff member for Clients ages 13 through age 17. The Contractor shall obtain a DHS/OL variance for the Contractor's DHS/OL Day Treatment License prior to admitting and serving Clients ages 18 to 21 years that are not residing in the facility, if the Contractor was awarded Non-Resident Day Group Skills Support Service.

**d. Contractor Qualifications**

- (1) If providing day treatment services to Clients not in the Residential Treatment Program, the Contractor shall be licensed by the DHS/OL to provide day treatment services.
- (2) The Contractor's staff providing day group skills support service must meet the following requirements prior to providing services:
  - (a) Be 21 years of age or older.
  - (b) Have three positive written references from persons not related to the staff member applying to provide day group skills support service.
  - (c) Possess and maintain a valid driver license, verified annually by the Division
  - (d) Maintain automobile insurance in accordance with the requirements of this Contract.

**e. Training Requirements**

Day Group Skills Support Service staff are considered non-clinical direct care staff and must complete training requirements for direct care staff as specified under General Training Requirements.

**f. Documentation**

- (1) The Contractor shall develop and maintain a written activity log for each Client that includes the following:
  - (a) Dates of services and activities;
  - (b) Duration of the services and activities, including start and end time;
  - (c) Detailed description of specific services and activities provided including, but not limited to, conversations that took place, goals discussed, upcoming activities; and
  - (d) Name and signature of individual who provided the services and activities.
- (2) The Contractor shall provide a copy of the activity logs to the Case Manager within three working days after the end of each month.

## **SECTION XI. OUTCOMES**

The program has one Program Manual that incorporates evidence based practices for the populations and treatment targets the program addresses. All programs must report on all outcome and output measures.

If the Contractor does not meet the requirements of this Contract, it may result in corrective action, a moratorium, or termination of the contract.

### **A. JOINT PERFORMANCE MEASURES FOR ALL PROGRAMS**

The Contractor shall comply with the following objective-based performance requirements:

#### **1. Performance Based Outcome and Output Measures.**

The Contractor shall cooperate and collaborate with DHS to assess and determine how closely its program(s) meet known principles of effective interventions based on empirically derived principles.

#### **2. Client Centered Objectives.**

If a program or service covered in this Contract requires the development of client treatment plans, the treatment plans must include individualized treatment objectives and address the assessed needs of the Client. The Contractor shall address both the priority child welfare treatment needs and the priority delinquency treatment needs of the youth using evidence based practices to address the Client's specific treatment needs. The treatment plan must describe an integrated program of therapies, activities, and experiences to meet the client's treatment objectives and include reasonable measures to evaluate and ensure the Contractor meets the treatment objectives.

#### **3. Program Fidelity.**

The Contractor is responsible to develop, implement, and maintain a Program Manual as required and outlined in Section III.A.1. through 11. The Program Manual must incorporate evidence based practices for all of the treatment targets and populations the program addresses.

#### **4. Internal Quality Management.**

The Contractor is responsible to develop, implement, and maintain an internal quality management system that shall evaluate the Contractor's program as required and outlined in Section III.B.6. of this contract, and establish a system of self-correcting feedback that may be externally validated by DHS or DHS's designee.

#### **5. Customer or Client Satisfaction Surveys.**

The Contractor understands that DHS is committed to providing Client-oriented services, and that DHS often conducts Client-satisfaction surveys to ensure that services are appropriate for the Clients served. The Contractor and its subcontractor therefore agree to cooperate with all DHS-initiated Client or customer feedback activities.



## **6. Program Quality Measures.**

The Contractor shall cooperate and collaborate with DHS and DHS's designees in the program improvement process as required in Section III.B.6. The Contractor shall cooperate and collaborate with DHS and DHS's designees to assess and determine:

- a. How closely its program(s) meet known principles of effective interventions using evidence based practices;
- b. The effectiveness of the Contractor's program(s) in improving outcome for DHS Clients; and
- c. The degree to which the Contractor is using evidence based practices.

## **7. Program Completion**

The Contractor shall measure and report program completion as follows:

- a. The Client's successful completion based on the acquisition of skills that reduce Priority Risk Factors and Targeted Treatment Needs. The Contractor shall use a measurement of pre-program and post-program skill level.
- b. Report in writing the program's successful completion rate as defined in the Program Manual and in accordance to Section III.A.10. each quarter to the Division.

## **B. OUTCOMES REQUIRED**

The Contractor shall track and submit the following client outcome and output measures each quarter to DHS using a DHS Quarterly Residential Report Form sent via email to each provider by DHS.

### **1. EDUCATION:**

#### **a. Education Outcomes: Passing Classes**

- (1) Measure: Percent of clients passing all of their classes during the last quarter.
- (2) Benchmark: More than 75 percent of clients are passing all of their classes during the quarter.

**Definition:** This is measured as the number of clients enrolled in the program who are passing all of their classes with a grade D or better on the end date of the quarter divided by the number of clients enrolled in the program on the end date of the quarter. For example, the first quarter of the year ends on March 31st; this measure would be calculated as the number of clients enrolled in the program who are passing all of their classes with a grade D or better on March 31st divided by the number of clients enrolled in the program on March 31st. If a client is not enrolled in the program on the last day of the quarter, the client is not counted in this measure. If school is in session and the client is not enrolled in school and has

not obtained their GED or high school diploma, they must be counted as passing zero classes for this measure. For this measure, include only DHS clients.

**Acceptable Data Sources:** Official school records or information from the case manager, such as information provided at the Child & Family Meeting

**b. Education Outcomes: Grade Level**

- (1) Measure: Percent of clients not at grade level who were engaged in credit recovery during the last quarter.
- (2) Benchmark: More than 90 percent of clients not at grade level are engaged in credit recovery during the quarter.

**Definition:** This is measured as the number of clients enrolled in the program not at grade level who are engaged in credit recovery on the end date of the quarter divided by the number of clients enrolled the program not at grade level on the end date of the quarter. All clients in the program on the quarter end date who are not at grade level must be included in this measure regardless of their school enrollment status and regardless of whether school is in session. For this measure, include only DHS clients.

**Acceptable Data Sources:** Official school records, program files, or information from the case manager, such as information provided at the Child & Family Meeting

**2. TEAMING AND COLLABORATION**

**a. Team Meeting: Program Staff Attendance**

- (1) Measure: Percent of Child & Family Team meetings attended by a program direct care staff and the program clinician during the last quarter.
- (2) Benchmark: More than 98 percent of Child and Family Team meetings are attended by program direct care staff and the program clinician during the quarter.

**Definition:** This is measured as the number of Child and Family Team meetings held for all clients enrolled in the program that were attended by program staff during the last quarter divided by the number of Child and Family Team meeting held for all clients enrolled in the program during the last quarter. Only count Child and Family Team Meetings that occurred when the client was enrolled in the program. For this measure, include only DHS clients. Both a program direct care staff member and the program clinician must attend; this means if one program staff member attends the meeting it does not qualify as compliance under this measure.

**Acceptable Data Sources:** Program files or program client files

**3. FAMILY ENGAGEMENT**

**a. Family Engagement: Weekly Contact**

- (1) Measure: Percent of clients who had weekly contact with their parent(s) during the last quarter.
- (2) Benchmark: More than 75 percent of clients have weekly contact with their parent(s) during the quarter.

**Definition:** This is measured as the number of clients enrolled in the program who had a weekly contact with their parent(s) during the last quarter divided by the number of clients enrolled in the program during the last quarter. Contact is defined as face-to-face meetings, including Child and Family Team meetings, phone calls, video conferencing, or written letters from parent(s). Weekly contact is defined as one or more contacts per each full Monday to Sunday period that the client was enrolled in the program. Partial weeks are excluded. A missed week of contact cannot be made up for by having multiple contacts in a different week. To meet the weekly contact requirement, the client must have had a weekly contact each week in the quarter while enrolled in the program. For this measure, include only DHS clients.

**Acceptable Data Sources:** Program files or program client files

**b. Family Engagement: Face-to-Face Visits**

- (1) Measure: Percent of clients who had one or more face-to-face visits with their parent(s) every two weeks.
- (2) Benchmark: More than 75 percent of clients have face-to-face visits with their parent(s) every two weeks.

**Definition:** This is measured as the number of clients enrolled in the program who had a face-to-face contact with their parent(s) every two weeks during the last quarter divided by the number of clients enrolled in the program during the last quarter. Face-to-Face contact is defined as in person meetings or video conferencing. Face-to-face contact does not include phone calls or letters. Every two weeks is defined as one or more contacts per each full two week period counted based on full Monday to Sunday weeks that the client was enrolled in the program. Weeks when the client was enrolled for part of the week should be excluded. A missed contact during a two week period cannot be made up by having multiple contacts in a different two week period. To meet the every two weeks requirement, the client must have had face-to-face contact one or more times each two weeks while enrolled in the program during the quarter. For this measure, include only DHS clients.

**Acceptable Data Sources:** Program files or program client files

**c. Family Engagement: Therapy Parent Attendance**

- (1) Measure: Percent of family therapy sessions attended by the client's parent/guardian during the last quarter.

- (2) Benchmark: More than 75 percent of the family therapy sessions are attended by the client's parent(s) during the quarter.

**Definition:** This is measured as the number of family therapy sessions held for clients enrolled in the program that were attended by at least one of the client's parent(s) during the last quarter divided by the number of family therapy sessions held for clients enrolled in the program during the last quarter. For this measure, include only DHS clients.

**Acceptable Data Sources:** Program files or program client files

#### 4. SAFETY:

##### a. Safety: Abuse & Neglect

- (1) Measure: Percent of clients without supported cases of abuse or neglect while in the program, during the last quarter.
- (2) Benchmark: 100 percent of clients are without supported cases of abuse or neglect while in the program, during the quarter.

**Definition:** This is measured as the number of clients enrolled in the program without a supported case of abuse or neglect as a victim and/or perpetrator based on official DCFS findings divided by the number of clients enrolled in the program during the last quarter. For this measure, include only DHS clients.

**Acceptable Data Sources:** Incident Reports or DJJS Quality Assurance Reports

##### b. Safety: AWOL

- (1) Measure: Percent of clients AWOL from the program during the last quarter.
- (2) Benchmark: Less than 10 percent of clients are AWOL from the program during the quarter.

**Definition:** The number of clients who were AWOL from the program for more than 24 continuous hours during the last quarter divided by the number of clients enrolled in the program during the last quarter. For this measure, include only DHS clients.

**Acceptable Data Sources:** Program files or program client files

#### 5. DELINQUENT BEHAVIOR

##### a. Delinquent Behavior: New Offenses

- (1) Measure: Percent of clients with a new felony, misdemeanor, or contempt delinquency referral while in the program, during the last quarter.

- (2) **Benchmark:** More than 90 percent of Clients are without a new felony, misdemeanor, or contempt delinquency referral while in the program, during the quarter.

**Definition:** This is measured as the number of clients who were referred to juvenile court or district court for a new felony, misdemeanor, or contempt offense that occurred while the client was enrolled in the program during the last quarter divided by the number of clients enrolled in the program during the last quarter. The date of the alleged offense must be used to determine whether the new offense occurred within the last quarter. A new offense is defined as an alleged offense not previously referred to the juvenile court or district court with a corresponding offense date that occurred during the last quarter. A client should be included in the new offense category based upon referral regardless of whether conviction occurs. For this measure, include only DHS clients.

**Acceptable Data Sources:** Program files or program client files

## **SECTION XII. RATE TABLES**

**Table 1**

### **DHS Non-Medicaid Wrap Service Rate(s)**

<b>Service Code</b>	<b>Description</b>	<b>Unit</b>	<b>Rate</b>
DGS	Day Group Skills Support Service	15 minutes	\$1.26
YIS	Mentoring	15 minutes	\$3.31
CTP (DCFS)	Contracted Transportation Payment	Per Mile	\$0.38
YTM (DJJS)	Extended Transportation		

**Table 2**

### **Daily Care and Supervision Service Rate(s)**

<b>Service Code</b>	<b>Description</b>	<b>Unit</b>	<b>Rate</b>
DSF-Y/YSF-Y	High Level Sex Offender	Day	Offeror's Bid Rate
ASF-Y	Absence High Level Sex Offender Male Age 16+, Male Age 12-15, Female	Day	Offeror's Bid Rate less \$10.00
DSF/YSF	High Level Sex Offender	Day	Offeror's Bid Rate
ASF	Absence High Level Sex Offender Male Age 16+, Male Age 12-15, Female	Day	Offeror's Bid Rate less \$10.00
DSE/YSE	Moderate Level Sex Offender (Male)	Day	Offeror's Bid Rate
ASE	Absence Moderate Level Sex Offender Male	Day	Offeror's Bid Rate less \$10.00
DSD/YSD	Moderate Level Sex Offender / Certified Small Group Home	Day	Offeror's Bid Rate
ASD	Absence Moderate Level Sex Offender Small Group Home	Day	Offeror's Bid Rate less \$10.00

<b>Service Code</b>	<b>Description</b>	<b>Unit</b>	<b>Rate</b>
DDE/YDE	Moderate/High Level Substance Dependent	Day	Offeror's Bid Rate
ADE	Absence Moderate/High Level Substance Dependent	Day	Offeror's Bid Rate less \$10.00
DBF/YBF	High Level Behavioral Disorder	Day	Offeror's Bid Rate
ABF	Absence High Level Behavioral Disorder	Day	Offeror's Bid Rate less \$10.00
DBE/YBE	Moderate Level, Behavioral Disorder	Day	Offeror's Bid Rate
ABE	Absence High Level Behavioral Disorder	Day	Offeror's Bid Rate less \$10.00
DBD/YBD	Moderate Level Behavioral Disorder, Certified Small Group Home	Day	Offeror's Bid Rate
ABD	Absence Moderate Level Behavioral Disorder / Small Group Home	Day	Offeror's Bid Rate less \$10.00
DMF/YMF	High Level Mental Health	Day	Offeror's Bid Rate
AMF	Absence High Level Mental Health	Day	Offeror's Bid Rate less \$10.00
DME/YME	Moderate Level Mental Health	Day	Offeror's Bid Rate
AME	Absence Moderate Level Mental Health	Day	Offeror's Bid Rate less \$10.00
DMD/YMD	Moderate Level Mental Health / Certified Small Group Home	Day	Offeror's Bid Rate
AMD	Absence - Moderate Level Mental Health Small Group Home	Day	Offeror's Bid Rate less \$10.00

**Table 3**

**DHS Medicaid Services Rate Table Effective July 1, 2015**

<b>Service</b>	<b>Medicaid Billing Code</b>	<b>Unit of Service</b>	<b>Rate</b>
Psychiatric Diagnostic Evaluation by Licensed Mental Health Therapist	90791	15 minutes	\$ 33.16
Psychiatric Diagnostic Evaluation by MD/APRN	90792	15 minutes	\$ 33.16
Mental Health Assessment (Psychosocial Portion) by Non-Mental Health Therapist	H0031	15 minutes	\$ 33.16
Psychological Testing	96101	Hour	\$132.44
Neuropsychological Testing Battery (limit of 8 hours per year)	96118	Hour	\$132.44
Developmental Testing: Extended	96111	Hour	\$132.44
Neurobehavioral Status Examination (limit of 8 hours per year)	96116	Hour	\$132.44
Individual Psychotherapy (16 through 37 minutes face to face with Client and/or family member)	90832	Session	\$ 54.38
Individual Psychotherapy (38 through 52 minutes face to face with Client and/or family member)	90834	Session	\$ 97.06
Individual Psychotherapy	90837	Session	\$120.79

<b>Service</b>	<b>Medicaid Billing Code</b>	<b>Unit of Service</b>	<b>Rate</b>
(53 through 89 minutes face to face with Client and/or family member)			
Individual Psychotherapy add-on (Additional time between 90 minutes through 134 minutes face to face with Client)	99354	Session	\$ 70.10
Individual Psychotherapy add-on (Additional time between 135 minutes through 164 minutes face to face with Client)	99355	Session	\$ 68.70
Individual Psychotherapy for Crisis (Assessment & Treatment) – Case Manager Notification (16 through 30 minutes)	90832	Session	\$ 54.38
Individual Psychotherapy for Crisis (Assessment & Treatment) – Case Manager Notification (31 through 75 minutes)	90839	Session	\$108.76
Individual Psychotherapy for Crisis (Assessment & Treatment) - Case Manager Notification (76 minutes or above, in 30 minute increments/units)	90840	Session	\$ 54.38
Family Psychotherapy with Client Present	90847	15 minutes	\$ 27.19
Family Psychotherapy without Client Present	90846	15 minutes	\$ 27.19
Group Psychotherapy – Multi-Family	90849	15 minutes	\$ 6.33
Group Psychotherapy – Other than Multi-Family	90853	15 minutes	\$ 6.33
Group Psychosocial Rehabilitative Services - Per Client	H2017	15 minutes	\$ 3.63
Group Psychosocial Rehabilitation Services - Intensive Children's Ages 0 to 12 (DCFS Only) - Per Client	H2017 with U1 modifier	15 minutes	\$ 3.85
Individual Skills Training and Development	H2014	15 minutes	\$ 13.30
<b>EVALUATION &amp; MANAGEMENT (E &amp; M Codes)</b>			
Pharmacologic Management, Prescriber (MD/APRN) (outpatient face to face w/ Client)	99211 with CG modifier	5 minutes	\$ 14.24
Pharmacologic Management, Prescriber (MD/APRN) (outpatient face to face w/ Client)	99212 with CG modifier	10 minutes	\$ 30.90
Pharmacologic Management, Prescriber (MD/APRN) (outpatient face to face w/ Client)	99213 with CG modifier	15 minutes	\$ 81.01
Pharmacologic Management, Prescriber (MD/APRN) (outpatient face to face w/ Client)	99214 with CG modifier	25 minutes	\$ 81.01
Pharmacologic Management, Prescriber (MD/APRN) (outpatient face to face w/ Client)	99215 with CG modifier	40 minutes	\$101.81
Pharmacologic Management, Prescriber (MD/APRN) (psychiatric residential face to face w/ Client)	99307 with CG modifier	10 minutes	\$ 31.26
Pharmacologic Management, Prescriber (MD/APRN) (psychiatric residential face to face w/ Client)	99308 with CG modifier	15 minutes	\$ 81.01
Pharmacologic Management, Prescriber (MD/APRN) (psychiatric residential face to face w/ Client)	99309 with CG modifier	25 minutes	\$ 81.01
Pharmacologic Management, Prescriber (MD/APRN) (psychiatric residential face to face w/ Client)	99310 with CG modifier	35 minutes	\$ 95.18
Pharmacologic Management, Registered Nurse	T1001	Encounter	\$ 40.72

## **PART 3: INFORMATION REQUIRED IN SUBMISSION OF A PROPOSAL**

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### **3.1 PROPOSAL FORMAT**

Proposals should be concise, straightforward and prepared simply and economically. Expensive displays, bindings, or promotional materials are neither desired nor required. However, there is no intent in these instructions to limit a proposal's content or to exclude any relevant or essential data.

All materials submitted become the property of the State. Materials may be evaluated by anyone designated by the state as part of the proposal evaluation committee. Materials submitted may be returned only at the State's option.

Proposals shall be organized in the order shown below and shall be prepared in a manner that is easy to read and to find the documents and information requested. A table of contents inserted after the DHS Data Sheet is preferred. Pages should be consecutively numbered at the bottom of each page.

1. If the Offeror has identified protected information in its Proposal, submit items as required by Part 1, paragraph 1.17 "Protected Information". (If the Offeror has not identified protected information in its Proposal, this is not required.)
2. **Offeror Documentation:** Offeror must submit the following in the order listed:
  - a. A completed and signed **DHS Data Sheet** (Attachment A).
  - b. A completed and signed **Conflict of Interest Disclosure Statement** (Attachment B1) OR for Governmental Entities a completed and signed Conflict of Interest Certification (Attachment B2).
  - c. A completed and recently signed (dated within the last 6 months) **W-9** (Attachment C). (W-9 forms can also be obtained at the IRS web site: <http://www.irs.gov/pub/irs-pdf/fw9.pdf> or a local Internal Revenue Service office).
  - d. A completed and signed **Statement of Intent to Comply with DHS Insurance Requirements** (Attachment D).
  - e. A copy of the Offeror's current **business license** with the local municipality OR a statement from the municipality that a business license is not required by the Offeror's local municipality.
  - f. A copy of the Offeror's **current registration with the Utah State Department of Commerce**, authorizing the Offeror to conduct business in the State. A printout from the State of Utah Department of Commerce, Business Entity Search website showing the status as active is sufficient documentation.
  - g. A **completed Offeror Supplemental Information** form (Attachment E).
  - h. If the Offeror is applying to provide DSD/YSD, DMD/YMD, or DBD/YBD, a copy of the Offeror's proof of **program certification** from the organization that certified the Offeror.
3. **Facility Documentation:** Offeror must submit the following for **EACH** facility in which the Offeror is proposing to provide services:
  - a. A copy of the Offeror's **current business license** with the local municipality OR a statement from the municipality that a business license is not required by the Offeror's local municipality. If the facility business license is the same as the business license the Offeror submitted to meet the "Offeror Documentation" requirements above, submit a statement indicating this fact in lieu of enclosing a copy of the same license.
  - b. A **completed and signed Facility Medicaid Assurances / Request to Provide Additional Services** (Attachment F).



- c. **A current Residential Treatment license or Intermediate Secure Treatment for Minors license** issued by the DHS/OL, or a comparable license issued by the State in which the program operates, to provide a Residential Treatment Program for Clients, for each facility pursuant to this Contract. An Offeror currently licensed by DHS/OL to provide residential services in a facility larger than 16 beds that is seeking re-licensure as a 16 bed or less facility may submit a copy of its existing license if re-licensure has not yet occurred. However, a copy of the DHS/OL license for 16 beds or less will be required prior to execution of the contract.
- d. **A current Outpatient Treatment license** issued by the DHS/OL, to provide individual, family, or group psychotherapy for Clients not residing in the Residential Treatment Program. *Contractors with facilities not located in Utah do not need to meet this requirement. Offeror must submit its Outpatient Treatment license application(s) to DHS/OL a minimum of 30 days prior to the closing date of this RFP.*
- e. If the Offeror is applying to provide Day Group Skills Support Service (DGS) to Clients not in the Residential Treatment Program, a **current Day Treatment license** issued by the DHS/OL, if providing day treatment services, using the DGS service code, for Clients not residing in the Residential Treatment Program. *Contractors with facilities not located in Utah do not need to meet this requirement.*
- f. **A completed and signed Facility Service Selection** form (Attachment G).
- g. **A completed and signed Residential Facility Organization Chart and Eligibility Form** (Attachment H).

4. **Technical Proposal:** Offeror must submit a written response to each of the statements listed below. Responses shall be prepared in accordance with the following instructions: 1) start the response to each statement on a new page with the Offeror's name, and when responding by facility, the name of the facility at the top of the page; 2) immediately below this information repeat the statement number and statement to which the Offeror is responding; 3) start the Offeror's response one double space below the statement; and 4) if a response is more than one page long, include a notation at the top of each succeeding page that lists the Offeror's name, the facility name, the page number, and the number of the statement being continued. For example: "Offeror John Doe, Facility One, Page 2, Statement a. continued"

Responses shall be single-spaced with double-spacing between paragraphs. Responses shall be printed on 8½" X 11" paper on one side of the page using at least 12-point font and 1" margins. Do not exceed stated page limitations. **Any information exceeding the stated page limit for each statement shall not be considered for evaluation purposes.**

Do not simply repeat the information and/or service requirements identified in the Scope of Work section of this RFP when responding to the statements.

Responses shall reflect the Offeror's own operations, policies, and procedures. **Responses which do not appear to reflect the Offeror's own operations, policies, and procedures may result in the Offeror's proposal being found non-responsive and not eligible for an award.**

- a. **Organizational Statement:** Describe how the Offeror ensures all staff have completed training requirements outlined in the Scope of Work (Section II, K), including, but not limited to, training in behavior management and the Offeror's treatment methodology. Also, describe training methods and training settings used. (Do not repeat the curriculum content listed in the Scope of Work.) **Limit 1 page.**
- b. **Facility Programming Statements:** Submit the following for **EACH** facility in which the Offeror is proposing to provide services:
  - (1) Describe the Offeror's evidence-based model and interventions, including the extent and quality of research showing the Offeror's model(s)/treatment model(s) are evidence based and effective; the extent the Offeror's program integrates Priority Risk Factors (DJJS) and Targeted Treatment Needs (DCFS) into the program and treatment; and the degree to

which Offeror's program interventions are in line with evidence based practices. **Limit 3 pages.**

- (2) Describe the Offeror's targeted population, including how the Offeror defines admission criteria for the Offeror's program target population, including specific inclusionary and exclusionary factors; how the Offeror outlines process for separating clients by risk level in the program; and the degree to which the Offeror's program model(s)/treatment model(s) match the Offeror's stated target population. **Limit 2 pages.**
- (3) Describe how the Offeror plans to implement its program, including clearly identifying how the Offeror's program collaborates with the family, the division, and other support systems in alignment with the program model(s)/treatment model(s); how the Offeror identifies staff roles, responsibilities, and qualifications, including but not limited to, the frequency and type of communication between positions; and how the Offeror outlines the elements of the Contractor's program, such as school, recreation, therapy, interventions, and groups, and how each element will reduce the clients' Priority Risk Factors (DJJS) or Targeted Treatment Needs (DCFS). **Limit 3 pages.**
- (4) Describe how the Offeror's program will integrate with Clients' Individual Treatment Plans, including the degree to which the Offeror's program intensity varies by client's risk level; the degree to which the Offeror's program incorporates the divisions' assessments into the client's individualized treatment plan; the degree to which the Offeror's program incorporates the mental health assessments into the client's individualized treatment plan; and the degree to which the Offeror's program and treatment integrates individualized responsivity factors. **Limit 2 pages.**
- (5) Describe the Offeror's plan to measure Client progress, including how the Offeror outlines its measurement of the Client's progress on the Priority Risk Factors (DJJS) or Targeted Treatment Needs (DCFS) throughout the program; how the Offeror outlines and defines how client program progress and successful program completion is measured; how the Offeror outlines how it will maintain fidelity to its identified program model(s)/treatment model(s); and how the Offeror identifies its quality assurance process and mechanisms for ongoing program improvement. **Limit 3 pages.**

5. **Cost Proposal:** Offeror must submit a **completed and signed Facility Cost Proposal** form (Attachment M) for **EACH** facility in which the Offeror is proposing to provide services.

Cost will be evaluated independently from the Technical Proposal and must be submitted separately from the Technical Proposal. **Inclusion of any cost or pricing data in the Technical Proposal will result in the proposal being found non-responsive for violation of UCA § 63G-6a-707(5).**

## **PART 4: PROPOSAL EVALUATION**

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### **4.1 PROPOSAL EVALUATION**

Offerors bear sole responsibility for the items included or not included within the proposal submitted by the Offeror. Each area of the evaluation criteria must be addressed in detail in the proposal.

All proposals will be evaluated in a manner consistent with the Part 7 of the Utah Procurement Code, Administrative Rules, and the evaluation criteria in this RFP.

An evaluation committee may ask questions of Offerors to clarify proposals provided the questions are submitted and answered in writing. The record of questions and answers shall be maintained in the file.

### **4.2 PROPOSAL EVALUATION PROCESS**

#### **Stage 1: Initial Review**

In the initial phase of the evaluation process, the conducting procurement unit will review all proposals timely received. Non-responsive proposals not conforming to RFP requirements or unable to meet the minimum and/or mandatory requirements will be eliminated from further consideration.

## **Stage 2: Technical Proposal Evaluation**

Responsive proposals will then be evaluated by an evaluation committee appointed by the conducting procurement unit against the proposal evaluation criteria noted in Attachment L which establishes the minimum score threshold for this RFP.

Each facility will receive an Organizational/Facility Score by combining the Offeror's Organizational Statement score with each facility's Facility Programming Statements Score.

The Facility Programming Statements will be evaluated based on the Client population to be served in the facility. For example, all proposals to serve the high level behavioral disorders Client population will be evaluated against each other and will not be evaluated against proposals to serve any other Client population.

Facility Cost Proposals will be evaluated against other Facility Cost Proposals for the same client population and will not be evaluated against proposals to serve any other Client population

**Each facility must score at least 306 points (60% of the points possible for the Organizational/Facility Score) in order for the facility's Facility Cost Proposal to be considered.**

<u>WEIGHT</u>	<u>EVALUATION CRITERIA</u>
60 %	Technical Proposal

Offerors that achieve the minimum score threshold will proceed to the Final Stage: Cost Proposal Evaluation. Offerors with a score less than the required minimum score will be deemed non-responsive and ineligible for further consideration.

## **Final Stage: Cost Proposal Evaluation**

Offerors successful in the technical evaluation will advance to the Final State: Cost Proposal Evaluation.

The Offeror with the lowest total cost will receive the maximum points. Points assigned to each Offeror's cost proposal will be based on the lowest proposal price based on the following calculation:

The Offeror with the lowest Proposed Price will receive 100% of the price points. All other Offerors will receive a portion of the total cost points based on what percentage higher its Proposed Price is than the Lowest Proposed Price. An Offeror whose Proposed Price is more than double (200%) the Lowest Proposed Price will receive no points. The formula to compute the points is:  $\text{Cost Points} \times (2 - \frac{\text{Proposed Price}}{\text{Lowest Proposed Price}})$ .

<u>WEIGHT</u>	<u>EVALUATION CRITERIA</u>
40 %	Cost Proposal

## **4.3 DETERMINATION OF BEST VALUE**

Subject to UCA § 63G-6a-709(2), in determining which proposal provides the best value to the Conducting Procurement Unit, the evaluation Committee and the Conducting Procurement Unit, pursuant to UCA § 63G-6a-708, shall prepare a written justification statement that: (i) explains the score assigned to each evaluation category; and (ii) explains that the proposal with the highest total combined score provides the best value to the Conducting Procurement Unit, or if a cost benefit analysis is required, the final determination based on the cost benefit analysis.

The State reserves the right to award the contract to technically qualified Offeror(s) with a lower score in the event the high scoring offer is determined to not be the best value offered to the State, based on a cost benefit analysis.

## **PART 5: PROPOSAL AWARD PROCESS**

After the completion of the proposal evaluation process and the justification statement, including any required cost-benefit analysis, the evaluation committee shall submit the proposals, evaluation scores, and justification statement to the head of the procurement unit or designee for review and final determination of a contract award.

### **5.1 AWARD OF CONTRACT**

After the evaluation and final scoring of proposals is completed, the State shall award the contract as soon as practicable (subject to the requirements of UCA § 63G-6a-708) to the eligible responsive and responsible Offeror with the highest score, subject to UCA § 63G-6a-709(2) of the Utah Procurement Code, provided the RFP is not canceled in accordance with UCA § 63G-6a-709(2)(b).

All Offerors should note that UCA § 63G-6a-402(6) requires the issuing procurement unit, for the duration of any contract awarded through this RFP, to make available contact information of the winning contractor to the Department of Workforce Services in accordance with UCA § 35A-2-203 . This requirement does not preclude the winning contractor from advertising job openings in other forums throughout the state.

### **5.2 PUBLICIZING AWARD**

The issuing procurement unit shall, on the next business day after the award of a contract is announced, make available to each Offeror and to the public a written statement that includes:

- (a) the name of the Offeror to which the contract is awarded and the total score awarded by the evaluation committee to that Offeror;
- (b) the justification statement under UCA § 63G-6a-708, including any required cost-benefit analysis; and
- (c) the total score awarded by the evaluation committee to each Offeror to which the contract is not awarded, without identifying which Offeror received which score.

### **5.3 DEBRIEFING OF UNSUCCESSFUL OFFERORS**

The Issuing Procurement Unit does not conduct debriefings nor does it collect detailed explanations of evaluator scores.

## **PART 6: ATTACHMENTS TO THIS RFP**

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- |     |                |   |
|-----|----------------|---|
| 6.1 | ATTACHMENT A:  | DHS Data Sheet (Coversheet)   |
| 6.2 | ATTACHMENT B1: | Conflict of Interest Disclosure Statement   |
|     | ATTACHMENT B2: | Conflict of Interest Certification (May only be submitted by Governmental Entities) |
| 6.3 | ATTACHMENT C:  | IRS Form W-9 Request for Taxpayer Identification Number (TIN) and Certification     |
| 6.4 | ATTACHMENT D:  | Statement of Intent to Comply with DHS Insurance Requirements                       |
| 6.5 | ATTACHMENT E:  | Offeror Supplemental Information  |
| 6.6 | ATTACHMENT F:  | Facility Medicaid Assurances / Request to Provide Additional Services               |
| 6.7 | ATTACHMENT G:  | Facility Service Selection  |
| 6.8 | ATTACHMENT H:  | Residential Facility Organization Chart and Eligibility Form                        |
| 6.9 | ATTACHMENT I:  | Offeror Documentation Score Sheet (Offeror does NOT complete)                       |

- 6.10 ATTACHMENT J: Organizational Statement Score Sheet (Offeror does NOT complete)
- 6.11 ATTACHMENT K: Facility Documentation Score Sheet (Offeror does NOT complete)
- 6.12 ATTACHMENT L: Facility Program Elements Score Sheet (Offeror does NOT complete)
- 6.13 ATTACHMENT M: Facility Cost Proposal

**ATTACHMENT A**  
**DHS Data Sheet (Coversheet)**  
**DHS90672**

Legal Company Name (include d/b/a if applicable)	Taxpayer Identification Number (Employer Identification Number OR Social Security Number)		
Address	City	State	Zip Code
Type: Charitable Foundation <input type="checkbox"/> Joint Venture <input type="checkbox"/> For-Profit Corporation <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Non-Profit Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Governmental Entity <input type="checkbox"/> Limited Liability Company(LLC): LLC/Sole Proprietorship <input type="checkbox"/> LLC/Partnership <input type="checkbox"/> LLC/Professional Corp. <input type="checkbox"/>			
Company Contact Person			
Email Address	Telephone # (include area code)	Fax # (include area code)	
Offeror's Authorized Representatives Signature	Date		
Type or Print Name	Position or Title		

**ATTACHMENT B1**



Department of Human Services  
195 North 1950 West  
Salt Lake City, UT 84116

**CONFLICT OF INTEREST - DISCLOSURE STATEMENT**

Does any employee  
in your organization  
have a conflict of  
interest or potential  
conflict of interest?  
*(Indicate YES or NO  
and follow the  
instructions provided)*

**YES**

*(Please use a separate form for each employee  
with a conflict or potential conflict, and  
complete all applicable portions of the form.  
Attach additional sheets as needed.)*

**NO**

*(Please complete the signature section below.)*

**DUAL EMPLOYMENT**

*(The notary section of this form must be completed for all dual employment conflicts of interest.)*

Name of individual with dual employment:

Title or position with the State of Utah or political subdivision:

Title or position with the Contractor/Offeror:

Nature and value of the individual's interest in  
Contractor/Offeror's business entity:

Individual's decision-making authority with the  
Contractor/Offeror and with the State:

How does the Contractor/Offeror protect DHS from potentially  
adverse effects resulting from this individual's Conflict of  
Interest?

**RELATED-PARTY TRANSACTIONS OR INDEPENDENT JUDGMENT IMPAIRED**

Name and position or title of individual  
associated with Contractor/Offeror:

Name and position or title of individual  
associated with other party:

Relationship between identified individuals:

Description of transaction involving identified individuals and dollar  
amount (if any):

Decision-making authority of individuals with respect to that  
transaction:

Potential effect on Contract with DHS:

How does the Contractor/Offeror protect DHS from potentially adverse  
effects resulting from this identified Conflict of Interest?

**Signature:**

I hereby certify that the information I have given is true and  
complete to the best of my knowledge.

\_\_\_\_\_  
(TYPE OR PRINT Contractor's/Offeror's Legal Name)

\_\_\_\_\_  
(TYPE OR PRINT Name and Title of Person Completing Form)

\_\_\_\_\_  
(Signature)

**Date:** \_\_\_\_\_

**Notary:** *(Must be completed for all dual employment conflicts of interest)*

STATE OF \_\_\_\_\_ )

: ss.

COUNTY OF \_\_\_\_\_ )

SUBSCRIBED to before me this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

(Seal) NOTARY PUBLIC \_\_\_\_\_

Commission Expires \_\_\_\_\_

**DHS/\_\_\_\_\_ Action:** \* ☐ Approve ☐ Deny Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**\*\*“Approve” means the Agency has no reason to question the accuracy of a “no conflicts” declaration or, in those situations where a conflict has been declared, that the Agency has taken sufficient action to determine the facts declared by the Contractor do not constitute a prohibited conflict of interest. DHS may refer any questions regarding potential Conflicts of Interest to the DHS Bureau of Internal Review and Audit (“BIRA”).**

*Revision Date: May 16, 2014*

**ATTACHMENT B2**



Department of Human Services  
195 North 1950 West  
Salt Lake City, UT 84116

**Conflict of Interest Certification**  
(To be used only by *governmental* entities)

**Name of Governmental Entity ("Contractor"):** \_\_\_\_\_

**Address:** \_\_\_\_\_

The Governmental Entity certifies that:

1. It is a political subdivision, agency or municipality of the State of Utah;
2. It has either entered into, or applied for, a contract with the Department of Human Services or one of the Department's divisions or offices ("DHS") or it has entered into a subcontract with a Local Agency that has a contract with DHS;
3. It maintains a written policy requiring its Representatives\* to disclose their Conflicts of Interest, and that its policy mirrors the provisions and requirements contained in the DHS Conflict-of-Interest policy (See <http://hspolicy.utah.gov/files/dhs/2-%20Personnel/2-2-%20Conflict%20of%20Interest.pdf>). \***Representative** means any person or entity acting on behalf of the Contractor, and includes all employees, owners, partners, directors, officers, board members, subcontractors and agents, as well as any individuals with authority to establish policies or make decisions for the Contractor. "Volunteers" are not "representatives" and are not required to be included in the Contractor's Disclosure Statement, unless they are board members or officers, or are substantially involved in the Contractor's decision-making processes.
4. It will monitor its operations for compliance with the conflict-of-interest provisions in the DHS contract, and it can reasonably assure DHS that Representatives with a potential Conflict of Interest shall not:
  - (a) make or influence decisions or set policies that affect the contract with DHS or with a Local Agency;
  - (b) monitor the performance of its contract with DHS or with a Local Agency; or
  - (c) become involved in or otherwise benefit from the performance of its contract with DHS or with a Local Agency.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(Name and Title of Person Completing Form)

\_\_\_\_\_  
(Signature)



**ATTACHMENT C**

Form <b>W-9</b> (Rev. December 2014) Department of the Treasury Internal Revenue Service	<b>Request for Taxpayer Identification Number and Certification</b>	<b>Give Form to the requester. Do not send to the IRS.</b>
Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <b>Note.</b> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
7 List account number(s) here (optional)		

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

<b>Social security number</b>	
<div style="border: 1px solid black; width: 100%; height: 20px; margin-bottom: 2px;"></div> <div style="border: 1px solid black; width: 100%; height: 20px; margin-bottom: 2px;"></div> <div style="border: 1px solid black; width: 100%; height: 20px; margin-bottom: 2px;"></div> <div style="border: 1px solid black; width: 100%; height: 20px; margin-bottom: 2px;"></div>	<div style="border: 1px solid black; width: 100%; height: 20px; margin-bottom: 2px;"></div> <div style="border: 1px solid black; width: 100%; height: 20px; margin-bottom: 2px;"></div> <div style="border: 1px solid black; width: 100%; height: 20px; margin-bottom: 2px;"></div> <div style="border: 1px solid black; width: 100%; height: 20px; margin-bottom: 2px;"></div>
or	
<b>Employer identification number</b>	
<div style="border: 1px solid black; width: 100%; height: 20px; margin-bottom: 2px;"></div> <div style="border: 1px solid black; width: 100%; height: 20px; margin-bottom: 2px;"></div> <div style="border: 1px solid black; width: 100%; height: 20px; margin-bottom: 2px;"></div> <div style="border: 1px solid black; width: 100%; height: 20px; margin-bottom: 2px;"></div>	<div style="border: 1px solid black; width: 100%; height: 20px; margin-bottom: 2px;"></div> <div style="border: 1px solid black; width: 100%; height: 20px; margin-bottom: 2px;"></div> <div style="border: 1px solid black; width: 100%; height: 20px; margin-bottom: 2px;"></div> <div style="border: 1px solid black; width: 100%; height: 20px; margin-bottom: 2px;"></div>

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

<b>Sign Here</b>	Signature of U.S. person ▶ _____	Date ▶ _____
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**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/ir9](http://www.irs.gov/ir9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN.

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

## What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note. ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(ii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

**Line 2**

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

**Line 3**

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

**Limited Liability Company (LLC).** If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 6832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

**Line 4, Exemptions**

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

**Exempt payee code.**

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(ii)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note.** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

**Line 5**

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

**Line 6**

Enter your city, state, and ZIP code.

**Part I. Taxpayer Identification Number (TIN)**

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1983 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor <sup>4</sup>
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

**\*Note.** Grantor also must provide a Form W-9 to trustee of trust.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

**ATTACHMENT D**  
**STATEMENT OF INTENT TO COMPLY WITH DHS INSURANCE REQUIREMENTS**  
**DHS90672**

<b>OFFEROR NAME:</b>	
<b>Insurance Requirements</b>	
<p>Offerors awarded a contract under this REQUEST shall be required to comply with the insurance requirements of the DHS Contract for Residential Services template. A copy of the template is published, as a document, with this REQUEST.</p> <p>The specific citation in the template for insurance requirements is Part I, Section B, #4 "Contractor Must Provide Insurance and Indemnification".</p> <p>Additional instructions regarding the insurance requirements can be found by copying and pasting the following URL into your web browser:</p> <p><a href="http://hsofo.utah.gov/services/contract-information/">http://hsofo.utah.gov/services/contract-information/</a></p> <p>Then select "Checklist of Required Commercial Insurance Coverage" from the list of Contract Information.</p>	
<b>By Signing Below the Offeror:</b>	
<p>1. Agrees to comply with and will provide documentation of compliance with the applicable insurance requirements of the DHS Contract for Residential Services template should it be awarded a contract;</p> <p style="text-align:center"><b>AND</b></p> <p>2. Acknowledges that if it is awarded a contract and it fails or is unable to obtain and provide documentation of compliance with the applicable insurance requirements within 14 calendar days of the date of the intent to award letter, the Conducting Procurement Unit may choose not to contract with the Offeror.</p>	
<b>REQUIRED SIGNATURE</b>	
Signature:	Date:
Name/Title (typed or printed):	

**ATTACHMENT E**  
**OFFEROR SUPPLEMENTAL INFORMATION**  
**DHS90672**

OFFEROR
<b>Basic Information</b>  Legal Company Name: _____  DBA, if applicable: _____
<b>Remittance address for non-Medicaid contract payments if awarded a contract</b>  Address: _____  City, State and Zip Code: _____
<b>Contact information for individual submitting billings</b>  Name: _____  Address: _____  City, State and Zip Code: _____  Email: _____
<b>Contact information for individual/entity preparing annual independent audit reports or financial statements</b>  Company Name: _____  Contact Person's Name: _____  Address: _____  City, State and Zip Code: _____  Phone Number: _____

**ATTACHMENT F**  
**FACILITY MEDICAID ASSURANCES / REQUEST TO PROVIDE ADDITIONAL SERVICES**  
**DHS90672**  
**PAGE 1 OF 2**

**OFFEROR NAME:** \_\_\_\_\_

**FACILITY NAME:** \_\_\_\_\_

**REQUIRED MEDICAID SERVICES for all Clients residing in the Residential Treatment Facility**

Diagnostic and Rehabilitative Mental Health Services (Medicaid Services)

**REQUIRED ADDITIONAL MEDICAID SERVICES for Clients NOT residing in the Residential Treatment Program / Clients in Foster/Proctor Homes or Post Adopt**

Diagnostic and Rehabilitative Mental Health Services (Medicaid Services)

Additional Medicaid Services Location (Must match the address on the REQUIRED DHS/OL Outpatient Treatment License) *This requirement does not apply to facilities located outside of Utah:*

Location Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

**MEDICAID ASSURANCES**

**The Offeror agrees to do each of the following in connection with any Medicaid services it provides for Clients pursuant to this RFP:**

- |   |  |
|---|--|
| ▶ | To enroll the organization and each individual provider of services as a Medicaid provider for diagnostic and rehabilitative mental health services              |
| ▶ | To provide services at the rates specified in the DHS Medicaid Services Rate Table, as authorized in the PSA, and as documented in each Client's treatment plan. |
| ▶ | To bill Utah Medicaid directly for all diagnostic and rehabilitative mental health services provided to Clients pursuant to this RFP.                            |

**The Offeror has read the following sections of the Utah Medicaid Provider Manual and agrees to comply with Utah Medicaid Provider Manual requirements, including any subsequent updates in the Manual or Medicaid Information Bulletins:**

- |   |  |
|---|--|
| ▶ | Section 1, "General Information"   |
| ▶ | Section 2, "Diagnostic and Rehabilitative Mental Health Services by DHS Contractors" and |
| ▶ | "General Attachments"  |

**ATTACHMENT F**  
**FACILITY MEDICAID ASSURANCES / REQUEST TO PROVIDE ADDITIONAL SERVICES**  
**DHS90672**  
**PAGE 2 OF 2**

**ADDITIONAL NON-MEDICAID SERVICES (for Clients in the Residential Treatment Program)**

**Offeror agrees to provide the following additional services:**

- ▶ Mentoring (YIS)(Wrap Service/ Non-Medicaid/ Mental Health)
- ▶ Contracted Transportation Payment (CTP/YTM)

**Offerors desiring to provide the following additional service **MUST** check the box below:**

- ☐ Day Group Skills Support Service for Clients **NOT** residing in the Residential Treatment Program, DGS (Wrap Services/ Non-Medicaid/ Mental Health) (only if Offeror has a current DHS/OL Day Treatment License) *This option is not available for facilities located outside of Utah.*

**REQUIRED SIGNATURE**

Signature:

Date:

Name/Title (typed or printed):



**ATTACHMENT G**  
**FACILITY SERVICE SELECTION**  
**#DHS90972**  
**PAGE 1 OF 2**

<b>PART I – OFFEROR AND FACILITY INFORMATION</b>
<b>1. Offeror:</b>  Offeror Name: _____  Address: _____  City, State and Zip Code: _____
<b>2. Facility:</b>  Name of Facility: _____  Address: _____  City, State and Zip Code: _____
<b>3. Total Number of Licensed Beds in the Facility:</b> _____
<b>PART II – POPULATION TO BE SERVED</b>
<b>4. Client category and risk/need level to be served at the Facility.</b> (Select <i>ONLY ONE</i> )  <input type="checkbox"/> DSF-Y/YSF-Y High Level Sex Offender  <input type="checkbox"/> DSF/YSF High Level Sex Offender  <input type="checkbox"/> DSE/YSE Moderate Level Sex Offender (Male)  <input type="checkbox"/> DSD/YSD Moderate Level Sex Offender / Certified Small Group Home  <input type="checkbox"/> DDE/YDE Moderate/High Level Substance Dependent  <input type="checkbox"/> DBF/YBF High Level Behavioral Disorder  <input type="checkbox"/> DBE/YBE Moderate Level, Behavioral Disorder  <input type="checkbox"/> DBD/YBD Moderate Level Behavioral Disorder / Certified Small Group Home  <input type="checkbox"/> DMF/YMF High Level Mental Health  <input type="checkbox"/> DME/YME Moderate Level Mental Health  <input type="checkbox"/> DMD/YMD Moderate Level Mental Health / Certified Small Group Home

**ATTACHMENT G**  
**FACILITY SERVICE SELECTION**  
**#DHS90972**  
**PAGE 2 OF 2**

<b>5. Client age range to be served at the Facility</b> <i>(Specify Range)</i>	Age _____ to _____
<b>PART III – OPTIONS FOR FACILITY</b>	
<b>6. Division with which the Offeror wants to Contract for this Facility</b> <i>Select ONLY one of the following:</i>  <input type="checkbox"/> DCFS  <input type="checkbox"/> DJJS	
<b>7. Gender of Clients to be served at this Facility</b> <i>Select ONLY one of the following:</i>  <input type="checkbox"/> FEMALE  <input type="checkbox"/> MALE  <input type="checkbox"/> EITHER	

**ATTACHMENT H**  
**RESIDENTIAL FACILITY ORGANIZATION CHART AND ELIGIBILITY FORM**  
**#DHS90672**  
**PAGE 1 OF 3**

<b>OFFEROR NAME:</b>	
Facility Name: _____  Address: _____  City, State and Zip Code: _____	<b># of Beds in Facility:</b>
<b>FACILITY CONFIGURATION:</b>	
<p><input type="checkbox"/> <b>Single Residential Facility:</b> The Offeror owns and operates this residential treatment facility licensed for 16 or fewer beds and it is the only facility owned and operated by the Offeror.</p> <p><input type="checkbox"/> <b>Multiple Residential Facilities/Total Beds 16 or Fewer:</b> The Offeror has multiple residential treatment facilities and the <u>combined total number</u> of licensed beds for ALL facilities is 16 or fewer.</p> <p><input type="checkbox"/> <b>Multiple Residential Facilities/16 or Fewer Beds Each Facility/Facilities Not Closely Located:</b> The Offeror has multiple residential treatment facilities and this facility is NOT located on the same property, on contiguous property, on property that has the appearance of being the same or contiguous property, or on property closely located together with any of the Offeror's other facilities.</p> <p><input type="checkbox"/> <b>Multiple Residential Facilities/16 or Fewer Beds Each Facility/Facilities on Same Property, Contiguous Property or Property Closely Located Together:</b> The Offeror has multiple residential treatment facilities and this facility IS located on the same property, on contiguous property, on property that has the appearance of being the same or contiguous property, or on property closely located together with other Offeror facilities.</p>	
<b>OFFEROR CERTIFICATION:</b>	
<b>The Offeror certifies that ALL of the following requirements for organizational and geographical separateness are met for the above-identified facility.</b>	
1.	Facility does not have any elements in combination with another facility that would result in economies of scale that come with an institution.
2.	Facility is distinct, fully self-sufficient, and operates independent of other facilities.
3.	Facility has a separate license from DHS/OL to provide Residential Treatment or Intermediate Secure Treatment for Minors and is licensed for no more than 16 beds.
4.	Facility has its own separate address and does not share access from the street or a parking lot exclusively with another residential treatment facility owned or operated by the Offeror.
5.	Facility has its own meal preparation site and Client eating area within the facility.
6.	Facility has its own direct care and supervisory staff, including back-up staff. No direct care or supervisory staff are shared among any facilities, even for emergency coverage.
7.	Facility has its own clinical staff, including back-up staff. No clinical staff are shared among any facilities, even for emergency coverage.

**ATTACHMENT H**  
**RESIDENTIAL FACILITY ORGANIZATION CHART AND ELIGIBILITY FORM**  
**#DHS90672**  
**PAGE 2 OF 3**

8.	Facility has separate activities for Clients, such as individual and group therapeutic activities, social and recreational activities, educational programs, and community service activities and Client activities are not conducted in a shared facility owned by the Offeror and used exclusively for Clients served by the Offeror, even if Clients from separate facilities are scheduled to use the shared facility at separate times.
9.	<p>Facility employees and contractors do not serve Clients in more than one facility, with the following exceptions.</p> <p>(1) A clinical director may serve more than one facility ONLY if the geographic locations of the facilities are far enough apart that it is NOT FEASIBLE for Clients in the facilities to be combined for any types of programming or activities.</p> <p>(2) A psychiatrist may serve Clients in more than one facility ONLY if one or the other of the following circumstances applies:</p> <p>i. The psychiatrist is not an employee or contractor of the Offeror and the psychiatrist is enrolled as an independent Medicaid provider and bills Medicaid directly for mental health services provided to Clients receiving services from the Offeror (e.g., as a pediatrician would do for an eligible Client in the community).</p> <p>ii. The psychiatrist is an employee or contractor of the Offeror and the geographic locations of the facilities are far enough apart that it is NOT FEASIBLE for the Clients in the facilities to be combined for any types of programming or activities.</p>
10.	Clients in separate facilities do not combine for activities, such as individual or group therapeutic activities, group psychosocial rehabilitative services, social or recreational activities, or community service activities.
11.	<p>Clients in separate facilities owned by the Offeror participate in separate educational programs and are NOT combined in a single educational program operated exclusively for Clients in the Offeror's facilities, even if the teacher is provided by an outside entity such as a school district. Appropriate school programs include programs where:</p> <p>(1) Clients from each of the Offeror's facilities participate in a separate school program conducted within each of the specific facilities in which the Clients reside or at its own separate off-site location, OR</p> <p>(2) Clients from each of the Offeror's facilities attend a public school operated by a school district that is also open to students who are not being served in one of the Offeror's facilities, such as at an alternative high school, OR</p> <p>(3) Clients from each of the Offeror's facilities attend an educational program operated by the Offeror and the educational program operates as a school for the broader community, children from outside of the Offeror's residential facilities also attend, and the teacher is not an employee of the Offeror.</p>
12.	Facilities located on the same property have a combined total of 16 or fewer licensed beds.
13.	<p>Facilities that are on contiguous property, on property that has the appearance of being the same or contiguous property, or that are otherwise closely located together, qualify because the residential facilities and any other nearby buildings owned and operated by the Contractor, when viewed as a whole in conjunction with the surrounding area, are configured in such a way that a reasonable person would not view the site as a campus. For example:</p> <p>(1) Facility is an individual family home among other individual family homes in a residential neighborhood and each has its own lot, driveway, and separate address.</p> <p>(2) Facility is a multi-family dwelling among other multi-family dwellings in a residential neighborhood and each has its own lot, driveway, and separate address.</p>

**ATTACHMENT H**  
**RESIDENTIAL FACILITY ORGANIZATION CHART AND ELIGIBILITY FORM**  
**#DHS90672**  
**PAGE 3 OF 3**

Umbrella Organization, Owners, Facility Management Staff, and Direct Care Staff	
<b>Is facility owned or operated under an umbrella organization?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>If yes,</b> <b>Name of the Umbrella organization:</b> _____ <b>Name of the CEO or Equivalent:</b> _____	
Category	List of Staff Names
<b>Facility Owner(s):</b> <i>(Required)</i>	
<b>Program Director:</b> <i>(Required)</i>	
<b>Clinical Director:</b> <i>(Required)</i>	
<b>Administrators:</b> <i>(Required, if different than above)</i>	
<b>Facility Clinical Staff:</b> <i>(If not hired/contracted at time of proposal, indicate plan of hiring/contracting staff)</i>	
<b>Supervisor(s) of Direct Care Staff:</b> <i>(If not hired/contracted at time of proposal, indicate plan of hiring/contracting staff)</i>	
<b>Direct Care Staff:</b> <i>(If not hired/contracted at time of proposal, indicate plan of hiring/contracting staff)</i>	
REQUIRED SIGNATURE	
<b>Signature:</b> _____	<b>Date:</b> _____
<b>Name/Title (typed or printed):</b> _____	

**ATTACHMENT I**  
**OFFEROR DOCUMENTATION SCORE SHEET**  
**DHS90672**

<b>Offeror Name:</b> _____ _____		
<b>Evaluator Name:</b> _____ <b>Date of Evaluation:</b> _____ _____		
DOCUMENTATION	PASS	FAIL
a. Did the Offeror submit a completed and signed <b>Data Sheet</b> (Attachment A)?		
b. Did the Offeror submit a completed and signed <b>Conflict of Interest Disclosure Statement</b> (Attachment B1) OR for Governmental Entities a completed and signed Conflict of Interest Certification (Attachment B2)? <i>(Evaluator should note if the Offeror has identified any potential conflicts of interest.)</i>		
c. Did the Offeror submit a completed and recently signed (dated within the last 6 months) <b>W-9</b> (Attachment C)?		
d. Did the Offeror submit a completed and signed <b>Statement of Intent to Comply with DHS Insurance Requirements</b> (Attachment D)?		
e. Did the Offeror submit a copy of its current <b>business license</b> with the local municipality OR a statement from the municipality that a business license is not required by the Offeror's local municipality?		
f. Did the Offeror submit a copy of its current <b>registration with the Utah State Department of Commerce</b> or a printout from the State of Utah Department of Commerce, Business Entity Search?		
g. Did the Offeror submit a completed and signed <b>Offeror Supplemental Information</b> form (Attachment E)?		
h. If applying to provide DSD/YSD, DMD/YMD, or DBD/YBD, did the Offeror submit a copy of its proof of program certification from the organization that certified the Offeror? <i>(Evaluator write "n/a", if the Offeror did not apply to provide DSD/YSD, DMD/YMD, or DBD/YBD.)</i>		

**EVALUATOR COMMENTS:**

*(If applicable, note items the Offeror designated as proprietary or identified conflict of interests.)*

**ATTACHMENT J**  
**ORGANIZATIONAL STATEMENT SCORE SHEET**  
**#DHS90672**

Offeror Name: \_\_\_\_\_

Evaluator: \_\_\_\_\_

Date: \_\_\_\_\_

**Scoring Methodology:**

5 - Five points (Excellent): The proposal addresses and exceeds all of the requirements described in the RFP;

4 - Four points (Very Good): The proposal addresses all of the requirements described in the RFP and, in some respects, exceeds them;

3 - Three points (Good): The proposal addresses all of the requirements described in the RFP in a satisfactory manner;

2 - Two points (Fair): The proposal addresses the requirements described in the RFP in an unsatisfactory manner; or

1 - One point (Poor): The proposal fails to addresses the requirements described in the RFP or it addresses the requirements inaccurately or poorly.

CRITERIA	SCORE		
	Score (1-5)	Weight	Total Points
How well did the Offeror describe how it ensures all staff have completed the training requirements outlined in the Scope of Work Section II. K. including but not limited to, training in behavior management and the Offeror's treatment methodology and the training methods and training settings used? (Offerors who simply repeat the curriculum content listed in the scope of work should receive a lower score.) <i>(Limit 1 page)</i>		<b>X 2</b>	
<b>TOTAL POINTS POSSIBLE (10)</b> <i>(Score will be combined with each facility's Facility Programming Statements score as stated in section 4.2)</i>			

**EVALUATOR COMMENTS:**

**ATTACHMENT K  
FACILITY DOCUMENTATION SCORE SHEET  
#DHS90672**

<b>Offeror Name:</b> _____ _____		
<b>Facility Name:</b> _____ _____		
<b>Evaluator Name:</b> _____ <b>Date of Evaluation:</b> _____ _____		
DOCUMENTATION	PASS	FAIL
<b>a.</b> Did the Offeror submit a copy of the <b>facility's</b> current <b>business license</b> with the local municipality, a statement from the municipality that a business license is not required by the local municipality, OR a statement the license is the same as submitted for the business?		
<b>b.</b> Did the Offeror submit a completed and signed <b>Facility Medicaid Assurances / Request to Provide Additional Services</b> (Attachment F)?		
<b>c.</b> Did the Offeror submit a <b>current Residential Treatment license or Intermediate Secure Treatment for Minors license</b> issued by the DHS/OL, or a comparable license issued by the State in which the program operates, to provide a Residential Treatment Program for Clients, for each facility? <i>(An Offeror currently licensed by DHS/OL to provide residential services in a facility larger than 16 beds may submit a copy of its existing license if re-licensure has not yet occurred.)</i>		
<b>d.</b> Did the Offeror submit a <b>current Outpatient Treatment license</b> issued by the DHS/OL, to provide individual, family, or group psychotherapy for Clients not residing in the Residential Treatment Program? <i>(Evaluator write "n/a" if the Offeror's facility is outside of Utah)</i>		
<b>e.</b> If the Offeror is applying to provide Day Group Skills Support Service (DGS) for Clients NOT residing in the facility, did the Offeror submit a <b>current Day Treatment license</b> issued by the DHS/OL? <i>(Evaluator write "n/a", if the Offeror did not apply to provide DGS services or if the Offeror's facility is outside of Utah.)</i>		
<b>f.</b> Did the Offeror submit a completed and signed <b>Facility Service Selection</b> form (Attachment G)?		
<b>g.</b> Did the Offeror submit a completed and signed <b>Residential Facility Organizational Chart and Eligibility Form</b> (Attachment H)?		

**EVALUATOR COMMENTS:**



## ATTACHMENT L

### RESIDENTIAL TREATMENT SERVICES SOLICITATION # DHS90672 FACILITY PROGRAM ELEMENTS SCORESHEET

**Offeror:** \_\_\_\_\_  
**Facility:** \_\_\_\_\_  
**Evaluator:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

**Score will be assigned as follows:**

1 = Poor, fails to address the requirements in the RFP  
 2 = Fair, addresses the requirements in the RFP unsatisfactorily  
 3 = Good, addresses all requirements in the RFP satisfactorily  
 4 = Very Good, addresses all requirements in the RFP and may exceed some  
 5 = Superior, addresses all requirements in the RFP and exceeds them

Scoreable Technical Criteria		RFP Section	Evaluator Score	Criteria Weight	% of Tech Criteria	Points Possible	Points Earned
How well did the Offeror demonstrate it meets the following:							
A. Evidence Based Model & Interventions							
A1	Extent and quality of research showing the Offeror's model(s)/treatment model(s) are evidence based and effective	3.1 paragraph 4. b. (1)		8	7.84%	40	0.00
A2	Extent the Offeror's program integrates Priority Risk Factors (DJJS) and Targeted Treatment Needs (DCFS) into the program and treatment			8	7.84%	40	0.00
A3	Degree to which Offeror's program interventions are in line with evidence based practices			10	9.80%	50	0.00
B. Target Population							
B1	Clearly defines admission criteria for the Offeror's program target population, including specific inclusionary and exclusionary factors	3.1 paragraph 4. b. (2)		4	3.92%	20	0.00
B2	Offeror clearly outlines process for separating clients by risk level in the program			4	3.92%	20	0.00
B3	Degree to which the Offeror's program model(s)/treatment model(s) match the Offeror's stated target population			7	6.86%	35	0.00
C. Program Implementation							
C1	Clearly identifies how the Offeror plans to implement its program including how it collaborates with the family, the division, and other support systems in alignment with the program model(s)/treatment model(s)	3.1 paragraph 4. b. (3)		8	7.84%	40	0.00
C2	Offeror clearly identifies staff roles, responsibilities, and qualifications, including but not limited to, the frequency and type of communication between positions			3	2.94%	15	0.00
C3	Offeror clearly outlines the elements of the Contractor's program, such as school, recreation, therapy, interventions, and groups, and how each element will reduce the clients' Priority Risk Factors (DJJS) or Targeted Treatment Needs (DCFS)			4	3.92%	20	0.00
D. Individualized Treatment Plan							
D1	Degree to which the Offeror's program intensity varies by client's risk level	3.1 paragraph 4. b. (4)		5	4.90%	25	0.00
D2	Degree to which the Offeror's program incorporates the divisions' assessments into the client's individualized treatment plan			8	7.84%	40	0.00
D3	Degree to which the Offeror's program incorporates the mental health assessments into the client's individualized treatment plan			3	2.94%	15	0.00
D4	Degree to which the Offeror's program and treatment integrates individualized responsivity factors			3	2.94%	15	0.00
E. Measurement of Progress							
E1	Clearly outlines how the Offeror measures the Client's progress on the Priority Risk Factors (DJJS) or Targeted Treatment Needs (DCFS) throughout the program	3.1 paragraph 4. b. (5)		8	7.84%	40	0.00
E2	Offeror clearly outlines and defines how client program progress and successful program completion is measured			5	4.90%	25	0.00
E3	Clearly outlines how the Offeror will maintain fidelity to its identified program model(s)/treatment model(s)			8	7.84%	40	0.00
E4	Clearly identifies the Offeror's quality assurance process and mechanisms for ongoing program improvement			4	3.92%	20	0.00
Organizational							
	Organizational Statement score from Attachment J	3.1 paragraph 4. a.		2	1.96%	10	0.00
					100.00%	510	0.00

Required Technical Point Threshold	RFP Section	Min Percent	Points Earned	Percent Earned	Evaluation
	4.2	60%	0.00	0.00%	

Cost*	RFP Section	Low Cost Option	Offered Cost	Percent of Total	Points Possible	Points Earned
	3.1 paragraph 5. and 4.2			40%	340	0.00

\* Purchasing will use the following cost formula: The points assigned to each offeror's cost proposal will be based on the lowest proposal price. The offeror with the lowest Proposed Price will receive 100% of the price points. All other offerors will receive a portion of the total cost points based on what percentage higher their Proposed Price is than the Lowest Proposed Price. An offeror whose Proposed Price is more than double (200%) the Lowest Proposed Price will receive no points. The formula to compute the points is: Cost Points x (2- Proposed Price/Lowest Proposed Price).

Total Evaluation Points	Percent of Total	Points Possible	Points Earned
Total Technical Evaluation Points	60%	510	0
Total Cost Evaluation Points	40%	340	0
<b>Total Evaluation Points</b>	<b>100%</b>	<b>850</b>	<b>0</b>

**ATTACHMENT M**  
**FACILITY COST PROPOSAL**  
**#DHS90672**

*(Failure to use this form may result in disqualification of the Proposal.)*

PART I – OFFEROR AND FACILITY INFORMATION			
<b>1. Offeror:</b>  Name: _____			
<b>2. Facility:</b>  Name: _____			
PART II – FACILITY HISTORICAL COST INFORMATION			
<b>(The amounts in this Part II will not be scored or otherwise used to determine awards.)</b>			
<i>Include only those costs associated with providing care and supervision, including Client personal needs and program enrichment costs. DO NOT include costs associated with providing mental health services, wrap services, or education.</i>			
	Direct Costs	Administrative Costs	Total Costs
Labor			
Facility			
Other			
Total			
Direct Costs are those that pertain specifically to caring for the Client (i.e., any part of your work that “touches” the Client). Administrative Costs are those that do not pertain specifically to caring for the Client. Labor includes all costs associated with the people you pay to do the work including labor related expenses such as benefits, employer paid taxes, insurances, etc. Facility includes all costs associated with the facility, its upkeep, improvement, depreciation, rent or mortgage payments, insurance, maintenance, repair, utilities, taxes, etc. Other refers to costs incurred for any other parts of your program not easily segregated into the above categories, but it does not include any costs associated with mental health services, wrap services, education, or costs that are not allowed under Federal, State, or DHS cost principles.			
PART III – OFFEROR BID			
For each facility, the Offeror shall submit a bid for the cost per child per day for care and supervision as outlined in Scope of Work, Section VI, A.			
<b>Facility Daily Care and Supervision Rate</b>			<b>Cost Per Child Per Day</b>
<b>DAILY CARE AND SUPERVISION BID</b>			\$ _____
<b>THE ABSENCE RATE FOR DAILY CARE AND SUPERVISION WILL BE THE OFFEROR’S BID RATE LESS \$10.00.</b>			
REQUIRED SIGNATURE			
Signature:			Date:
Name/Title (typed or printed):			